(3)

Supreme Court, U.S.
FILED
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CLERK

No. 95-1723

In The

Supreme Court of the United States

October Term, 1995

TOM GRIMMETT, AS TRUSTEE FOR THE BANKRUPTCY ESTATE OF VINCENT SIRAGUSA, and JOANNE SIRAGUSA,

Petitioners,

v.

PATRICIA L. BROWN, PATRICIA L. BROWN, LTD., and BECKLEY, SINGLETON, DELANOY, JEMISON & LIST, CHTD.,

Respondents.

On Writ Of Certiorari To The United States Court Of Appeals For The Ninth Circuit

JOINT APPENDIX

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Petition For A Writ Of Certiorari Filed April 22, 1996
Certiorari Granted June 17, 1996

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The following opinions, decisions, judgment, and orders have been omitted in printing this joint appendix because they appear on the following pages in the appendix to the printed petition for a writ of certiorari:

Court of appeals opinion, dated January 26, 1996 .. 1a

District court order, dated March 14, 1994 ..... 26a

District court order, dated June 1, 1994 ..... 35a

RELEVANT DOCKET ENTRIES

GENERAL DOCKET FOR
Ninth Circuit Court of Appeals

Court of Appeals Docket #: 94-16137 Filed: 7/5/94

Proceedings include all events.
94-16137 Siragusa, et al v. Brown, et al.

TOM GRIMMETT, as Trustee for the Bankruptcy Estate of Vincent Siragusa

Plaintiff

and

JOANNE SIRAGUSA

Plaintiff - Appellant

v.

PATRICIA L. BROWN; PATRICIA L. BROWN, LIMITED, a Nevada Corporation; BECKLEY, SINGLETON, DELANOY, JEMISON & LIST, CHARTERED, a Nevada Corporation

Defendants - Appellees

7/5/94	DOCKETED CAUSE AND ENTERED APPEARANCES OF COUNSEL. CADS SENT (Y/N): yes. setting schedule as follows: CADS due 7/19/94 for David B. Smith; appellant's designation of RT is due 7/1/94; appellee's designation of RT is due 7/11/94,; appellant shall order transcript by 7/21/94; court reporter shall file transcript in DC by 8/22/94,; certificate of record shall be filed by 8/29/94; appellant's opening brief is due 10/7/94; appellees' brief is due 11/7/94,; appellants' reply brief is due 11/21/94; [94-16137] (vt) [94-16137]

8/3/94 Filed certificate of record on appeal RT filed in DC N/A [94-16137, 94-16214] (wd) [94-16137 94-16214]

10/7/94 Filed original and 15 copies Appellant Joanne Siragusa in 94-16137 opening brief (Informal: no) 32 pages and five excerpts of record in 01volumes; served on 10/5/94 [94-16137] (ot) [94-16137]

11/4/94 Filed motion & order: (Deputy Clerk: cb) granting Aplt Grimmett's motion for relief from default. The CADS submitted with the motion shall be filed. Nos. 94-16137 and 94-16214 are cons. FRAP 3(b). The Excerpts of Record filed in 94-16137 shall be applied to both appeals. The opening brief rcv in 94-16214 shall be filed. The appellees' brief is now due 12/5/94; record on appeal due 12/12/94; the reply brief due 14 days from svc of aple's brief, in 94-16137 (Motion recvd 10/27/94) [94-16137, 94-16214] (ot) [94-16137 94-16214]

11/9/94 Filed Amended order (Deputy Clerk: cb/ pro) Aplt's Grimmett's motion for relief from default is granted. The CADS submitted with the motion shall be filed. Nos. 94-16137 and 94-16214 are cons. FRAP 3(b). Aplt Grimmett has corrected the opening brief's deficiency. The opening brief rcv in 94-16214 shall be filed. The answering brief is now due 12/5/94; record on appeal due 12/12/94; appellants' reply brief is due 14 days from svc of aples brief, in 94-16214 [94-16137, 94-16214] (ot) [94-16137 94-16214]

11/14/94 Filed original and 15 copies appellee Beckley, Singleton in 94-16137's 22 pages brief,; served on 11/10/94 [94-16137, 94-16214]

appellants' reply brief due 11/25/94 in 94-16137, in 94-16214; (ot) [94-16137 94-16214]

12/1/94 Filed original and 15 copies appellees Patricia L Brown and Patricia L Brown Ltd 28 pages brief, 05 Exc. 01 vols: ; served on 11/14/94 [94-16137, 94-16214] appellants' reply brief due 11/28/94 in 94-16137, in 94-16214; (ot) [94-16137 94-16214]

12/1/94 Filed original and 15 copies Joanne Siragusa in 94-16137 reply brief, (Informal: no) 11 pages; served on 11/30/94 [94-16137] (ot) [94-16137]

8/25/95 Calendar check performed [94-16137, 94-16214] (aw) [94-16137 94-16214]

9/28/95 Calendar materials being prepared. [94-16137, 94-16214] [94-16137, 94-16214] (mw) [94-16137 94-16214]

10/6/95 CALENDARED: San Francisco Dec. 6, 1995 9:00 a.m. Courtroom 2 ** ctrm changed to Ctrm 3 ** [94-16137, 94-16214] (dd) [94-16137 94-16214]

12/6/95 ARGUED AND SUBMITTED TO James R. BROWNING, William C. CANBY, Cynthia H. HALL [94-16137, 94-16214] (ah) [94-16137 94-16214]

1/26/96 FILED OPINION: AFFIRMED (Terminated on the Merits after Oral Hearing; Affirmed; Written, Signed, Published. James R. BROWNING; William C. CANBY; Cynthia H. HALL, author.) FILED AND ENTERED JUDGMENT. [94-16137, 94-16214] (ot) [94-16137 94-16214]

2/20/96	MANDATE ISSUED [94-16137, 94-16214] (mlm) [94-16137 94-16214]
5/1/96	Rec'd notice from Supreme Court; petition for certiorari filed. Supreme Court No. 95-1723; filed on 4/24/96. [94-16137] (jr) [94-16137]
6/20/96	Received notice from Supreme Court, petition for certiorari GRANTED on 6/17/96. Supreme Court No. 95-1723 (ah) [94-16137 94-16214]

GENERAL DOCKET FOR
Ninth Circuit Court of Appeals

Court of Appeals Docket #: 94-16214 Filed: 7/15/94

Proceedings include all events.
94-16214 Grimmett v. Brown, et al

TOM GRIMMETT, as Trustee for the Bankruptcy Estate of Vincent Siragusa

Plaintiff - Appellant

v.

PATRICIA L. BROWN; PATRICIA L. BROWN, LIMITED, a Nevada Corporation; BECKLEY, SINGLETON, DELANOY, JEMISON & LIST. CHARTERED, a Nevada corporation

Defendants - Appellees

7/15/94	DOCKETED CAUSE AND ENTERED APPEARANCES OF COUNSEL. CADS SENT (Y/N): y. setting schedule as follows: CADS due 7/29/94; appellant's designation of RT is due 7/8/94; appellee's designation of RT is due 7/18/94; appellant shall order transcript by 7/28/94; court reporter shall file transcript in DC by 8/29/94,; certificate of record shall be filed by 9/6/94; appellant's opening brief is due 10/14/94; appellees' brief is due 11/14/94; appellants' reply brief is due 11/28/94; [94-16214] (wd) [94-16214]
8/3/94	Filed certificate of record on appeal RT filed in DC N/A [94-16137, 94-16214] (wd) [94-16137 94-16214]
10/15/94	Filed default order for failure to File a "CADS". [94-16214] Response due in fourteen days. [94-16214] (dl) [94-16214]

10/15/94 Received Appellant Tom Grimmett's brief in 15 copies, 35 pages (Informal: NO) deficient: No Excerpts of Record: Served on 10/13/94. (Counsel notified) [94-16214] (response to brief deficiency notice due 10/31/94) (dl) [94-16214]

10/27/94 Received J. Bruce Alverson for Appellant Tom Grimmett in 94-16214 Civil Appeals Docketing Statement, deficient; notified counsel; served on 7/7/94 [94-16214] [94-16214] (ot) [94-16214]

10/27/94 Received Appellant Tom Grimmett in 94-16214 excerpts of record in 01 volumes [94-16214] (ot) [94-16214]

11/2/94 Filed order (Deputy Clerk: cb) Appellant and Appellee Beckley, Singleton, Delanoy, Jemison & List, Chtd., have stipulated to the dismissal with prejudice of this appeal. The named parties shall bear their own costs. Within 14 days from the entry of this order, appellant shall submit excerpts of record along with a motion for relief from default. In the absence of timely compliance with this portion of the order, the appeal shall be dismissed as to the remaining appellee. A new schedule for the remainder of briefing will be established, if appropriate, upon review of the motion for relief from default. A certified copy of this order sent to the district court shall act as and for the mandate of this court as to the above mentioned parties only. [94-16214] (rei) [94-16214]

11/4/94 Filed motion & order: (Deputy Clerk: cb) granting Aplt Grimmett's motion for relief from default. The CADS submitted with the motion shall be filed Nos. 94-16137 and

94-16214 are cons. FRAP 3(b). The Excerpts of Record filed in 94-16137 shall be applied to both appeals. The opening brief rcv in 94-16214 shall be filed. The appellees' brief is now due 12/5/94; record on appeal due 12/12/94; the reply brief due 14 days from svc of aple's brief, in 94-16137 (Motion recvd 10/27/94) [94-16137, 94-16214] (ot) [94-16137 94-16214]

11/4/94 Filed J. Bruce Alverson for Appellant Tom Grimmett in 94-16214 Civil Appeals Docketing Statement served on 7/7/94 (to CONFATT) [94-16214] [94-16214] (ot) [94-16214]

11/4/94 Filed original and 15 copies Appellant Tom Grimmett in 94-16214 opening brief (Informal. no) 35 pages and five excerpts of record in 01 volumes; served on 10/13/94 [94-162141 (ot) [94-16214]

11/9/94 Filed Amended order (Deputy Clerk: cb/pro) Aplt's Grimmett's motion for relief from default is granted. The CADS submitted with the motion shall be filed. Nos. 94-16137 and 94-16214 are cons. FRAP 3(b). Aplt Grimmett has corrected the opening brief's deficiency. The opening brief rcv in 94-16214 shall be filed. The answering brief is now due 12/5/94; record on appeal due 12/12/94; appellants' reply brief is due 14 days from svc of aples brief, in 94-16214 [94-16137, 94-16214] (ot) [94-16137 94-16214]

11/14/94 Filed original and 15 copies appellee Beckley, Singleton in 94-16137's 22 pages brief, ; served on 11/10/94 [94-16137, 94-16214] appellants' reply brief due 11/25/94 in 94-16137, in 94-16214; (ot) [94-16137 94-16214]

11/28/94 Case released from Pre-Briefing Conference program. (crw) [94-15892 94-16039 94-16214 94-16286 94-16540 94-16609 94-16622 94-16730 94-16780 94-16790]

12/1/94 Filed original and 15 copies appellees Patricia L Brown and Patricia L Brown Ltd 28 pages brief, 05 Exc. 01 vols: ; served on 11/14/94 [94-16137, 94-16214] appellants' reply brief due 11/28/94 in 94-16137, in 94-16214; (ot) [94-16137 94-16214]

8/25/95 Calendar check performed [94-16137, 94-16214] (aw) [94-16137 94-16214]

9/28/95 Calendar materials being prepared [94-16137, 94-16214] [94-16137, 94-16214] (mw) [94-16137 94-16214]

10/6/95 CALENDARED: San Francisco Dec. 6, 1995 9:00 a. m. Courtroom 2 ** ctrm changed to Ctrm 3 ** [94-16137, 94-16214] (dd) [94-16137 94-16214]

12/6/95 ARGUED AND SUBMITTED TO James R. BROWNING, William C. CANBY, Cynthia H. HALL [94-16137, 94-16214] (ah) [94-16137 94-16214]

1/26/96 FILED OPINION: AFFIRMED (Terminated on the Merits after Oral Hearing; Affirmed; Written, Signed, Published. James R. BROWNING; William C. CANBY; Cynthia H. HALL, author.) FILED AND ENTERED JUDGMENT. [94-16137, 94-16214] (ot) [94-16137 94-16214]

2/20/96 MANDATE ISSUED [94-16137, 94-16214] (mlm) [94-16137 94-16214]

6/20/96 Received notice from Supreme Court, petition for certiorari GRANTED on 6/17/96. Supreme Court No. 95-1723 (ah) [94-16137 94-16214]

TOM GRIMMETT, ET AL.

Plaintiff

vs.

PATRICIA L. BROWN, ET AL.

Defendant

CIVIL ACTION NO. CV-S-93-1155-PMP (RJJ)

DATE	NR.	PROCEEDINGS
11/24/93	1	COMPLAINT W/Jury Demand obo Ps
–	–	SUMMONS issd to P (3) sml
–	–	JS-5 (AT) sml
–	–	FILING FEES PAID.
12/6/93	2	SUMMONS w/rtrn: Patricia Brown, Lmtd. & Patricia Brown srvd personally on 11/30/93 obo P. jm
12/7/93	3	SUMMONS w/rtrn: Beckley, Singleton; etc. Cht.d srvd personally on 11/30/93. jm
1/3/94	4	ANSWER to cmplnt obo D. Beckley, Singleton & DeLanoy. (m) kc
1/3/94	5	MOTION to dism purs to FRCP 12(b)(6) obo Ds. Brown & Brown Ltd. (m)(AT) kc (DISPO *ERRATA #6, 12 oppo #17, reply #18 grtd* #19
1/4/94	6	ERRATA to mtn to dism purs to FRCP 12(b)(6) obo Ds Brown & Brown Ltd. (m) kc
1/12/94	7	STIPULATION/ORDER (PMP) ORD Ds have to 1/3/94 to answ/resp to cmplnt. Cps dist. (AT) kc

1/18/94	8	FIRST STIPULATION/ORDER (CCF) ORD Ps have to 2/4/94 to resp to mnt to dism (#5), Cps dist. (AT) kc
1/19/94	9	MINUTE ORDER (PMP) ORD cnsl for Ps and Ds have 10 clndr days frm flng date of ord to cmply w/LR 135-5 re cert. of int. ptys. Cps dist. (AT) kc
1/26/94	10	CERTIFICATE rqrd by L/R 135-5 re no other knwn int ptys obo Ds. Borwn & Brown. (m) kc
1/28/94	11	CERTIFICATE purs to L/R 135-5 re no other knwn interested ptys not in case. obo Ps. (m) kc
1/31/94	12	OPPOSITION to mtn to dism (#5) obo Ps. (m) kc fld sep due to size
–	13	EX PARTE APPLICAITON for lve to exceed 30 pgs (#12) obo Ps. kc
2-2-94	–	*Sub #13 TO PMP.nd*
2/2/94	14	EX PARTE APPLICAITON/ORDER (PMP) ORD oppo to Patricia Brown's mtn to dism may exceed 30 pgs. Cps dist. (AT) kc
2/10/94	15	VERIFIED PETITION (PMP) obo David Smith for P. Joanne M. Siragusa. Cps dist. (AT) kc
–	16	DESIGNATION/RESIDENT ATTORNEY (CCF/kc) obo Smith desigs Barry Shinehouse as lcl cnsl for P. Siragusa. Cps dist. (AT) kc
2-25-94	–	*Sub #5, 6 & 12 to PMP.nd*

3/1/94	17	SUPPLEMENTAL OPPOSITION to Mtn to dism. obo Trustee & Joanne Siragusa. (p) efm
3-1-94	–	*Sub #17 to PMP.nd*
3-8-94	18	REPLY to Ps' Oppo. to D, Brown's Mtn to Dism (#5) obo Ds P. Brown & Patricia L. Brown, Lmtd. (p). jm
3-9-94	–	*Sub to PMP #18. Jm*
3/14/94	19	ORDER (PMP) ORD Ds Mtn to dism. #5 grtd. Cps dist EOD 3/14/94 (re Ds. Patricia L. Borwn & Patricia L. Brown, Ltd.
3/17/94	20	MOTION to Dism P's Complaint obo D. B,S,D & Jemison (m) (AT). jm (Dispo: *oppo #23*
3/17/94	21	MOTION for Protective Order obo BK Trustee & Joanne Siragusa (m) (AT) efm (DISPO: *resp. #24 reply #215 #29 grtd*
3/18/94	–	*Sub to RJJ #21. pj*
3/18/94	22	MOTION to reconsid ord dism. claims against Patricia Brown on statute of limitations grounds obo Ps (m) (AT) efm (DISPO: *oppo #27*
3/25/94	23	OPPOSITION to Mtn to dism. #20 obo Ps (m) efm
–	24	RESPONSE to mtn of BK Trustee & Siragusa for prot ord (#21) obo Ds. (m) kc
3/31/94	25	REPLY in support of BK Trustee & Joanne Siragus to mtn for prot ord #21. (m) kc
4/4/94	–	*Sub to RJJ #21, 24, 25. pj*

4/5/94	26	SCHEDULING ORDER (PMP) ORD all pleads and amndmnts to pleads due 6/4/94; disc exp 7/5/94; mtns due 8/19/94. Cps dist. (AT) kc
4/5/94	27	OPPOSITION to mtn to reconsid ord (#22) obo Ds. Brown & Brown, Ltd. (m) kc
4/8/94	28	MINUTE ORDER (RJJ) ORD. tele. conf. call sched 4/12/94 @2pm re #21. FUR ORD. P shall initiate said conf. call. Cps dist. efm
4/12/94	29	MINUTES OF PROCEEDINGS: (RJJ) re #21 (Tape 94-4-51/52) ORD. #21 grtd & subp are quashed. FUR ORD. reasonable costs are awarded to Ps cnsl w/$150.00 awarded to Mr. Nelso's firm $ 535.00 to Mr. Shinehouse's firm. Sacnts are imp against Def. Brown & her cnsl. Cps dist (AT) efm
4/13/94	30	REPLY in support of mtn to recondis (#22) obo Ps. (m) kc
4-15-94	–	*Sub #20, 23, 22, 19, 27 & 30 to PMP.nd*
4/29/94	31	ORDER (PMP) ORD matter plcd on clndr 5/13/94 @ 2 pm for rhgn on Ps' mtn for recondis (#22). Cps dist. (AT) kc
5/13/94	32	MINUTES OF PROCEEDINGS (PMP) (Ct/Rcrd: Jane Bowman) re hrng on Ps' mtn for recondis. #22. ORD matter cont to 5/26/94 @ 3 pm. FUR ORD matter set for hrng on D. Beckley, Singleton's mtn to dism (#20) 5/26/94 @ 3 pm. Cps dist. (AT) kc
5/26/94	33	MINUTES OF PROCEEDINGS (PMP) (Ct/Rcrd: Peggie Vannozzi) re hrng on

		Ps mtn for reconsid #22 & BSD's mtn to dism (#20) Matter taken under sub. Cps dist. (AT) kc
6/1/94	34	ORDER (PMP) ORD P's mtn to reconsid ord dism claims agnst P Brown on Statute of Limitations Grounds (#22) denied. FUR ORD mtn to dism (#20) obo D. Beckley, singleton, et al. grnt'd. EOD 6/2/94. Cps dist. (AT) kc
–	35	JUDGMENT (CCF/kc) Purs to order of the Court, all defendants have been dism frm this action. THEREFORE, JDGMNT ENT in favor of Ds and agnst Ps. EOD 6/2/94. Cps dist. (AT) kc
–	–	JS-6 (AT) kc
6/13/94	36	LETTER dtd 5/18/94 to RJJ fr. Atty B.R. Shinehouse re sancts-paymt have not been received. etc. efm
–	37	LETTER dtd 5/26/94 to RJJ fr. Atty Don F. Shreve, Jr. re sancts. etc
–	38	LETTER (cpy) dtd 5/27/94 to Don F. Shreve fr. B.R. Shinehouse re sancts. etc. efm
6/13/94	–	TRANSCRIPT of hrg re: Ps mtn for reconsideration before PMP, LV,NV on 5/26/94 Ct. Record. Peggie Vannozzi. pa FILED SEPARATELY
6/21/94	39	NOTICE/APPEAL of ord dism Brown, & Brown Ltd. ent. 3/14/94 (#19) and ord & jdgmnt #34 & 35 obo P. Siragusa. (AT) kc
6/22/94	40	CERTIFICATE/MAILING of notc/ appeal obo (Joanne) Siragusa. kc

6/23/94	41	LETTER (cpy) to C/A frm D/C re notc/ appeal; DOCKET FEE NOTIFICATION re D/C & C/A fees pd., Cps dist. w/cpy transcrpt ord forms, cps of dkt. Cpy to C/Rs. (AT) kc
6/28/94	42	NOTICE/APPEAL of ord & jdgmnt (#34 & 35) and order #19 obo P. Tom Grimmett, as Trustee for BK Estates of Vincent Siragusa. (AT) kc
7/5/94	43	LETTER (cpy) to C/A frm D/C/ re notc/appeal; DOCKET FEE NOTIFICATION re D/C & C/A fees unpaid; Cps dist. w/cpy transcrpt ord forms, cps of dkt. Cps to C/Rs. (AT) kc

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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

TOM GRIMMETT as Trustee for the Bankruptcy Estate of Vincent Siragusa and JOANNE M. SIRAGUSA,	CV-S-93-01155-PMP (RJJ)
Plaintiffs,	
v.	
PATRICIA L. BROWN; PATRICIA L. BROWN, LIMITED, a Nevada Corporation; BECKLEY, SINGLETON, DELANOY, JEMISON & LIST, CHTD., a Nevada Corporation; and DOES 1 through 100,	**COMPLAINT WITH JURY DEMAND**
Defendants.	(Filed Nov. 24, 1993)

INTRODUCTION

1. This Complaint (i) alleges, inter alia, violations under (a) The Organized Crime Control Act of 1970, Pub. L. No. 91-452, Section 901(a), 84 Stat. 941, Racketeer Influenced and Corrupt Organizations ("RICO") and (b) The Nevada Racketeering Act, Nevada Revised Statutes 207.350, et seq ("Nevada RICO"), and (ii) is brought by Plaintiffs Tom Grimmett as Trustee for the Bankruptcy Estate of Vincent Siragusa and Joanne M. Siragusa in connection with multiple schemes knowingly, intentionally, willfully and unlawfully devised, conspired, conducted, implemented and/or participated in by, among others, Defendants Patricia L. Brown, Patricia L. Brown, Ltd., and Beckley, Singleton, Delanoy, Jemison & List, Chtd. and Participants Vincent Siragusa; Vincent Siragusa, M.D.; Ltd.; V. Siragusa, M.D., Chartered; Paul Heeren; Paul Heeren, M.D.; Ltd., John A. Bowers; Cardiology Associates of Nevada, John A. Bowers, M.D., Ltd.; Heart Institute of Nevada; Heart Institute Cath Lab; and Heart Institute Property, each of whom (c) through a pattern of racketeering activity acquired and/or maintained, directly or indirectly, an interest in or control of the Heart Institute of Nevada, the Heart Institute Cath Lab, and Heart Institute Property (collectively the "Medical Practice"), aided and abetted in doing so, and/or conspired to do so and (d) was employed by or associated with the Medical Practice to conduct or participate, directly or indirectly, in the conduct of its affairs through a pattern of racketeering activity, aided and abetted in doing so, and/or conspired to do so, all wrongfully and to the detriment of Joanne, the Bankruptcy Estate, and

others. This misconduct by the Defendants and Participants is sometimes referred to for convenience as the "Racketeering Activity".

2. In addition to the federal and Nevada RICO violations, this Complaint further alleges various state law claims for relief for which there is supplemental jurisdiction under The Judicial Improvements Act of 1990, which is codified in 28 U.S.C. 1367. These additional state law claims include without limitation the following legal theories which are expressly identified below. However, the enumeration and express identification of these and any other claims herein is merely provided for the convenience of the this court and the Defendants and does not limit or reduce their respective duties to determine all of the claims for relief which may actually be contained herein based on the subject allegations. The additional state law claims expressly identified below are: (i) Fraud And Conspiracy Against Joanne, (ii) Fraud And Conspiracy Against the Bankruptcy Estate, (ii) Prejudicing/ Defrauding Joanne as a Lien Creditor and Conspiracy, (iv) Intentional Interference With Joanne's Contractual Relations And Conspiracy, (v) Interference With Joanne's Prospective Economic Advantage and Conspiracy, (vi) Intentional Interference With the Bankruptcy Estate's Contractual Relations And Conspiracy, (vii), Conversion and Conspiracy Against Joanne, (viii) Conversion and Conspiracy Against The Bankruptcy Estate, (ix) Conspiracy Against Joanne, and (x) Conspiracy Against the Bankruptcy Estate. These claims are sometimes referred to as the "State Law Tort Claims".

3. The relief sought includes actual damages, punitive damages and treble damages arising from the

schemes and other misconduct alleged herein, together with interest, and fees and costs of investigation and litigation, all as authorized by law.

THE PARTIES

4. Tom Grimmett (the "Trustee") is the duly appointed and acting Trustee in Vincent Siragusa's Chapter 7 Bankruptcy Case which was filed as a voluntary Bankruptcy Petition in case number BK-S-87-3085-LBR in the Bankruptcy Court for the District of Nevada and as such is the fiduciary of Vincent Siragusa's Bankruptcy Estate.

5. Joanne Siragusa ("Joanne") is (i) an individual residing in the state of Nevada and (ii) a creditor of Vincent Siragusa's Bankruptcy Estate with secured claims in excess of $6,000,000.

6. Patricia L. Brown ("Brown") (i) is an individual residing in the State of Nevada and (ii) during all of the Relevant Times defined herein was an attorney duly licensed to practice in the State of Nevada.

7. At certain of the Relevant Times, Patricia L. Brown, Limited ("Brown Ltd") was a Nevada corporation engaged in the practice of law, the sole shareholder, officer and director of which was Brown, but which had no genuine independent existence apart from Brown and therefore was merely Brown's alter ego.

8. The actions of Brown described herein which occurred prior to the following described merger (the "Merger") and affiliation of Brown Ltd and Brown with Beckley, Singleton, DeLanoy, Jemison & List, Chtd. were undertaken by Brown in the scope, course and capacity as

both a principal and agent of, and were ratified, confirmed and adopted by, Brown Ltd.

9. During all of the Relevant Times, Beckley, Singleton, DeLanoy, Jemison & List, Chtd. ("Beckley") was a Nevada corporation engaged in the practice of law in which Brown was at certain of the Relevant Times a shareholder and attorney-employee.

10. Brown Ltd and Brown became merged and affiliated with Beckley on November 1, 1987, which is (i) 10 days before Vincent Siragusa's Bankruptcy Petition was filed, (ii) over one month before Brown submitted her fraudulent Addendum to Statement of Affairs to the Trustee with respect to the Reorganization as later described herein, and (iii) during the period of time that the Reorganization was still being planned, developed and implemented. The Merger and affiliation took the form of (i) a statutory corporate merger supplemented by a written merger agreement between Brown Ltd and Beckley (the "Merger Agreement") and (ii) an employment agreement between Brown and Beckley.

11. The actions and misconduct of Brown with respect to the subject matter of this action which were undertaken by her after her affiliation with Beckley were undertaken by her in the scope, course and capacity as both a principal and agent of, and were ratified, confirmed and adopted by, Beckley.

12. Beckley has also (i) ratified, confirmed, and assumed under Nevada corporate law and in the Merger Agreement, all pre-Merger liabilities of Brown Ltd and (ii) Brown Ltd had previously ratified, confirmed and adopted the actions and misconduct undertaken by

Brown with respect to the subject matter of this action prior to the Merger and Brown's affiliation with Beckley.

13. From June 1983 through and after the filing of the Bankruptcy Petition in November 1987, including especially but without limitation at the time when Brown on behalf of Beckley submitted her Addendum to Statement of Affairs to the Trustee with respect to the Reorganization as later described herein, Brown represented each and all of the Participants as well as the Trustee as an attorney in various legal matters. More specifically, Brown represented:

A. Each and all of the Participants as legal counsel in various matters, including without limitation the Reorganization as later described herein.

B. Vincent Siragusa in connection with his Divorce Proceedings from Joanne as later described herein since June 1983.

C. The Trustee in various other bankruptcy matters not related to Vincent Siragusa's Bankruptcy Case from at least 1985 through and including 1988.

14. Plaintiffs (i) are informed and believe and based thereon allege that other persons and entities whose identities are presently unknown to Plaintiffs are in some manner responsible for the matters alleged herein by (a) devising, conspiring, conducting, implementing, and/or participating in the Racketeering Activity and the State Law Tort Claims and (ii) therefore sue those persons and entities as Defendants Does 1 through 100 and will seek leave of this court to amend this complaint to set forth their precise names and misconduct once ascertained.

15. For convenience, Brown, Brown Ltd, Beckley and any Doe defendants whose identities may subsequently be ascertained are sometimes collectively referred to as the "Defendants".

THE PARTICIPANTS

16. The following persons and entities (the "Participants") participated in the Racketeering Activity to the extent alleged herein but are not named as Defendants for a variety of reasons, including (i) the still pending Bankruptcy Case, (ii) a Bankruptcy Court approved compromise and settlement agreement with certain of the Participants, and (iii) certain of the Participants were (a) unwittingly involved in the Racketeering Activities by Brown the Defendants and (b) themselves victims, all as more particularly described herein.

17. Vincent Siragusa ("Siragusa") (i) is former spouse of Joanne, (ii) is still the debtor in his voluntary Chapter 7 Bankruptcy Case, and (iii) has during all of the Relevant Times been an individual residing in the State of Nevada and a cardiologist licensed in Nevada.

18. During the Relevant Times up to the filing of the Bankruptcy Petition, Vincent Siragusa, M.D., Ltd. ("Siragusa Ltd") was a Nevada corporation engaged in the practice of medicine, the sole shareholder, officer and director of which was Siragusa, but which had no genuine independent existence apart from Siragusa and therefore was merely Siragusa's alter ego.

19. The actions of Siragusa with respect to Siragusa Ltd up to the filing of the Bankruptcy Petition were

undertaken by him in the scope, course and capacity as both a principal and agent of, and were ratified, confirmed and adopted by, Siragusa Ltd.

20. By reason of the misconduct of Defendants Brown and Beckley, and certain of the Participants, Siragusa Ltd was unwittingly made a Participant in the Racketeering Activity but was itself actually a victim thereof.

21. Since the filing of the Bankruptcy Petition, the Trustee has been the sole shareholder, officer and director of Siragusa, Ltd which is property of the Bankruptcy Estate.

22. During the Relevant Times after the filing of the Bankruptcy Petition, V. Siragusa, M.D., Chartered ("Siragusa Chtd") was a Nevada corporation organized to conduct his medical practice, the sole shareholder, officer and director of which was Siragusa, but which had no genuine independent existence apart from Siragusa and therefore was merely Siragusa's alter ego.

23. The actions of Siragusa with respect to Siragusa Chtd after the filing of the Bankruptcy Petition were undertaken by him in the scope, course and capacity as both a principal and agent of, and were ratified, confirmed and adopted by, Siragusa Chtd.

24. Due to the various interrelationships between Siragusa and Siragusa Ltd and Siragusa Chtd corporations, all allegations concerning Siragusa should be deemed to include Siragusa Ltd and/or Siragusa Chtd, as appropriate based on the evidence presented at trial.

25. Paul Heeren ("Heeren") has during all of the Relevant Times been an individual residing in the State of Nevada and a cardiologist licensed in Nevada

26. During the Relevant Times, Paul Heeren, M.D., Ltd. ("Heeren Ltd") was a Nevada corporation engaged in the practice of medicine, the sole shareholder, officer and director of which was Heeren, but which had no genuine independent existence apart from Heeren and therefore was merely Heeren's alter ego.

27. The actions of Heeren described herein were undertaken by him in the scope, course and capacity as both a principal and agent of, and were ratified, confirmed and adopted by, Heeren Ltd.

28. Due to the various interrelationships between Heeren and Heeren Ltd, all allegations concerning Heeren should be deemed to include Heeren Ltd, as appropriate based on the evidence presented at trial.

29. By reason of the misconduct of Defendants Brown and Beckley, and certain of the Participants, Heeren was unwittingly made a Participant in the Racketeering Activity but was himself actually a victim thereof.

30. John A. Bowers ("Bowers") has during all of the Relevant Times been an individual residing in the State of Nevada and a cardiologist licensed in Nevada.

31. From June 2, 1975 through April 1990, Cardiology Associates of Nevada, John A. Bowers, M.D., Ltd. ("CAN") was a Nevada corporation engaged in the practice of medicine, the sole shareholder, officer and director

of which was Bowers, but which had no genuine independent existence apart from Bowers and therefore was merely Bowers' alter ego.

32. During this period, the actions of Bowers described herein were undertaken by him in the scope, course and capacity as both a principal and agent of, and were ratified, confirmed and adopted by, CAN.

33. In April, 1990, Bowers sold 37.5% of the common stock of CAN to three other physicians who were CAN employees for approximately $581,250 and CAN's corporate name was changed to Cardiology Associates of Nevada, Bowers, More, Thomas, Uhl, M.D.'s, Ltd. Bowers subsequently caused CAN to sell additional shares of its common stock to these and other employee physicians through and including November 1991. Beginning in 1992, certain of these physicians requested redemption of their CAN shares pursuant to their various written agreements but CAN and Bowers refused to do so, instead claiming that these CAN shares had no value. These transactions are sometimes collectively referred to as the "CAN Stock Sales" and the employee physicians who purchased this CAN stock are sometimes referred to as the "CAN Junior Owners".

34. From January 1, 1984 through August 1987, Heart Institute of Nevada ("HIN") was a Nevada joint venture (i) engaged in the practice of medicine and (ii) owned one-third each by (a) Bowers and/or CAN, (b) Heeren and/or Heeren Ltd, and (c) Siragusa and/or Siragusa Ltd. Prior to that time, and since July 1, 1980, HIN

conducted the same medical practice with the same ownership under the name of Cardiology Associates Of Nevada until it changed its name to Heart Institute of Nevada. These relationships were established pursuant to written agreements prepared by Defendant Brown (collectively the "HIN Joint Venture Agreement").

35. In August 1987, HIN purported to terminate Siragusa's interest in HIN without any consideration, thereby leaving Bowers and Heeren as HIN's equal owners. In September 1987, (i) HIN purported to cease conducting the practice of medicine and transfer its medical practice to CAN, (ii) HIN changed its name back to Cardiology Associates of Nevada, and (iii) CAN began conducting the same medical practice under the name of Heart Institute of Nevada, all at the same location and with the same equipment and personnel.

36. From October 18, 1983 through August 1987, Heart Institute Cath Lab ("HICL") was a Nevada general partnership (i) that owned and leased cardiology equipment to HIN and (ii) was owned one-third each by (a) Bowers and/or CAN, (b) Heeren and/or Heeren Ltd, and (c) Siragusa and/or Siragusa Ltd.

37. In August 1987, HICL purported to terminate Siragusa's interest in HICL without any consideration, thereby ostensibly leaving Bowers and Heeren as HICL's equal owners. In late 1987, the HICL leases to HIN were purportedly transferred to CAN. In late 1990, Bowers acquired Heeren's interest in HICL and thereafter continued as a proprietorship the HICL equipment leases with CAN.

38. From November 1, 1982 to September 1987, Heart Institute Property ("HIP") was a Nevada general partnership (i) that owned and leased to HIN that real property commonly known as 1059 E. Desert Inn Road, Clark County, Nevada and (ii) was owned 27.55% by Bowers, (ii) 27.55% by Siragusa, (iii) 8.17% by Heeren, and (iv) the balance by various HIN employees.

39. In September 1987, (i) HIP purported to terminate Siragusa's interest in HIP without adequate consideration and (ii) the HIP lease to HIN was purportedly transferred to CAN.

40. For convenience and clarity despite these various entity and name change gyrations, all of the business interests and activities of each and all of HIN, CAN, HICL and HIP are sometimes collectively referred to as the "Medical Practice". Siragusa's interest in the thus constituted Medical Practice is sometimes referred to as "Siragusa's Medical Practice Interest". Heeren's interest in the thus constituted Medical Practice is sometimes referred to as "Heeren's Medical Practice Interest".

41. In June 1992, the Bankruptcy Court, in an adversary proceeding in the Bankruptcy Case involving the various parties and Participants hereto (the "Adversary Proceeding"), approved a compromise and settlement agreement between (i) Joanne and the Trustee on one hand and (ii) Bowers, CAN, HIN, HICL, HIP and the Junior Owners on the other hand, pursuant to which all of the claims between those two groups were resolved in exchange for a payment of approximately $1,400,000 from Bowers, CAN, HIN, HICL, HIP and the Junior Owners (the "HIN Settlement").

THE OTHER VICTIMS

42. In addition to Joanne, the Bankruptcy Estate, Heeren, Heeren Ltd and Siragusa Ltd, the victims of The Racketeering Activity by Defendants Brown and Beckley and the Participants also injured "Other Victims", including the following:

A. Siragusa's Bankruptcy Schedules listed the following Other Bankruptcy Creditors":

Creditors Names	Claim Amount ($)
California Federal	329,128.83
California Federal	20,277.43
First Interstate Bank of Nevada	9,972.00
Heart Institute of Nevada	37,400.00
Valley Bank of Nevada	39,271.23
Ford Motor Credit Co.	18,584.90
Valley Bank of Nevada	5,800.00
Valley Bank of Nevada	158,216.00
Security Bank of Nevada	190,000.00
MDFC Loan Corp.	547,414.00
Leasing Association of Barrington	140,059.00
TOTAL	1,496,123.39

Valley Bank of Nevada is an Other Victim because it has received only $2,500 from the Bankruptcy Estate in compromise of its first two above described creditor's claims totalling approximately $45,000 and thereby suffered a loss of the balance of these claims. (All of the remaining claims of the Other Bankruptcy Creditors have been paid in full outside of the Bankruptcy Estate pursuant to the side agreements in the Reorganization by Siragusa, Bowers, Heeren and/or their respective entities using, at least in part, funds comprising and attributable to the Siragusa Medical Practice Interest which were subject to

the rights of Joanne and the Trustee under, respectively, the Decree of Divorce and the Bankruptcy Code.)

B. The various CAN Junior Owners, who include:

CAN Junior Owners Names	CAN Stock Sale Amount ($)*
Gregory S. Uhl, M.D.**	193,750
Gary D. More, M.D.	193,750
Harry M. Thomas, M.D.	193,750
Matthew J. McMahon, D.O.	193,750
Alan Steljes, M.D.**	35,000
TOTAL	810,000

[*Initial purchase price exclusive of additional capital contributions; **CAN refused redemption request due to purported total lack of value of CAN Stock.]

FEDERAL SUBJECT MATTER JURISDICTION

43. This court has jurisdiction over the claims for relief under 18 U.S.C. 1964(c) (RICO Right to Sue and Treble Damages); 28 U.S.C 1331 (Federal Question); 28 U.S.C. 1337 (Regulation of Commerce); and 28 U.S.C. 1367 (Supplemental Jurisdiction).

44. This complaint also relies in part on Nevada law under the supplemental jurisdiction granted by 28 U.S.C. 1367.

PERSONAL JURISDICTION VENUE

45. Personal jurisdiction and venue are proper in this district based upon 18 U.S.C. 1965(a) and (b) and 28

U.S.C. 1391(b) and (d) as each Defendant resides, has an agent or agents, or transacts business, within this district, and the acts and occurrences in furtherance of the claims alleged herein primarily arose in this district, and the ends of justice require that any other parties residing in other districts be brought before this court.

THE DIVORCE PROCEEDINGS

46. Joanne and Vincent Siragusa as spouses entered into a Property Settlement Agreement which was subsequently incorporated and merged into a Decree of Divorce entered by the Nevada Eighth Judicial District Court (the "Divorce Court") in Case No. D58232 (the "Divorce Proceedings") on September 23, 1983 at which time:

A. Siragusa was a cardiologist who has been described by his own expert witnesses in the Divorce Proceedings as:

> [O]ne of the heaviest producing cardiologists in my experience. I would rate him as being one of the top three producing cardiologists in Clark County, Nevada, and in the top 5 per cent nationally.

B. All of the assets of Joanne and Siragusa (the "Marital Assets") were community property as all of the Marital Assets had been acquired during their approximately 17 year marriage after Joanne had supported Siragusa through medical school as a school teacher and they moved to Nevada.

C. Substantially all of the value of the Marital Assets was contained in Siragusa's Medical Practice Interest.

D. Siragusa owed Joanne a fiduciary duty to fully disclose to and deal fairly with Joanne in connection with their Marital Assets.

47. Under the Decree of Divorce, Joanne essentially promised to release her one-half community property interest in Siragusa's Medical Practice Interest in exchange for the following series of secured deferred payments (the "Marital Payments") by Siragusa to Joanne:

> 2. The parties acknowledge and agree that Wife is granting Husband substantial concessions in so deferring the actual receipt of property comprising her one-half (1/2) interest in the community property of the parties and that in exchange therefor Husband expressly agrees, inter alia, that:
>
> * * *
>
> b. Husband shall and hereby does grant Wife an equitable lien against each and all of the property comprising and relating to his professional medical practice and related real, personal and intangible assets and entities utilized in connection therewith together with all accessions thereto for the purpose of securing each and all of his obligations hereunder, agrees to execute such commercially reasonable security instruments in connection therewith as counsel for Wife may from time to time request, and acknowledges understanding that this lien shall be judicially imposed upon merger of this

Agreement in a subsequently obtained decree of divorce. (At page 10.)

48. On February 29, 1984, Joanne and Siragusa executed a Security Agreement and UCC-1 Filings pursuant to the Decree of Divorce to secure the Marital Payments and all of Siragusa's other obligations to Joanne under the Decree of Divorce with a lien under Nevada Uniform Commercial Code Article 9 against all of Siragusa's Medical Practice Interest (the "Lien"), including without limitation all additions and accessions thereto and all proceeds of disposition thereof. The UCC-1 Filings were duly filed with the Nevada Secretary of State and the Clark County, Nevada Recorder on March 5, 1984. For convenience, the Security Agreement, the UCC-1 Filings, and the Property Settlement Agreement are hereinafter collectively referred to as the "Decree of Divorce".

THE RELEVANT TIMES

49. The "Relevant Times" for purposes of the Racketeering Activity described herein are from (i) around November 1986 when Brown first began to plan the Reorganization as later described herein, through (ii) the Fall of 1987 when Brown and Beckley further devised, conspired, conducted, implemented and/or participated in the Reorganization, (iii) November 10, 1987 when Siragusa's Bankruptcy Petition was filed, (iv) April 1990 to November 1991 when the CAN Stock Sales were made, (v) late 1992 when the CAN Stock Sale redemptions were refused, and (vi) the filing of this complaint as the Obstruction of Justice described herein is still continuing and the resulting damages are still continuing to accrue.

The "Relevant Times" for purposes of the State Law Tort Claims described herein are from around June 1983 when Brown first began to counsel, conspire with, and aid and abet Siragusa with respect to his Divorce Proceedings and the misconduct relating thereto, through the Relevant Times for the Racketeering Activity.

THE ENTERPRISE

50. The "Enterprise" for purposes of the Racketeering Activity described herein is the Medical Practice which is an association in fact enterprise within the meaning of 18 U.S.C. 1961(4) consisting of its various component entities, including primarily but without limitation HIN, CAN, HICL and HIP the activities of which at its primary 1090 E. Desert Inn Road, Clark County, Nevada location and all of its locations within and outside of the State of Nevada engaged in and affected interstate commerce during the Relevant Times.

51. This Enterprise (i) constitutes an ongoing organization with a decision-making structure, (ii) is comprised of various associates and entities which function as a continuing unit, such that each performs a role consistent with the organizational structure and furthers the activities of the organization, and (iii) has an existence beyond that which is necessary to commit each of the Racketeering Activities.

THE RACKETEERING ACTIVITY

Summary Of The Various Fraudulent Schemes

52. During the Relevant Times, Defendants Brown and Beckley, and Participants Bowers, CAN and Siragusa (along with the other Participants a d currently unknown Doe Defendants) knowingly, intentionally, willfully and unlawfully devised, conspired, conducted, implemented and/or participated in multiple fraudulent schemes (the "Schemes") through the Racketeering Activity to obtain the lucrative financial rewards of the Medical Practice Enterprise (the "Goal") at the expense and to the detriment of Joanne, the Bankruptcy Estate and the Other Victims.

53. Participants Siragusa, Bowers and CAN accomplished the Goal in part by acquiring and maintaining (i) the Siragusa and Heeren Medical Practice Interests and (ii) control of the Medical Practice Enterprise through the Racketeering Activity in which the Defendants Brown and Beckley aided and abetted.

54. Participants Siragusa, Bowers and CAN and Defendants Brown and Beckley further accomplished the Goal by conducting or participating in the conduct of the Medical Practice Enterprise through the Racketeering Activity.

55. This enabled Siragusa to obtain a significant portion of the substantial operating profits and distributions of the Medical Practice attributable to Siragusa's Medical Practice Interest to which Joanne and the Trustee were properly entitled.

56. This further enabled Bowers and CAN to obtain (i) the rest of the substantial profits and distributions of the Medical Practice (the "Profits") attributable to the Medical Practice Interest of Siragusa to which Joanne and the Trustee were properly entitled, (ii) a significant portion of the Profits attributable to the Medical Practice Interest of Heeren and (iii) additional substantial funds from the CAN Stock Sales.

57. Defendants Brown and Beckley and Participants Siragusa, Bowers and CAN (along with the various other Participants and the currently unknown Doe Defendants) used the following Racketeering Activity since 1986 to accomplish the Goal of the Schemes:

A. The purported termination of Siragusa's Medical Practice Interest (the "Siragusa Termination"), which was intended to destroy (i) Joanne's rights therein under the Decree of Divorce and (ii) the Bankruptcy Estate's property rights therein under the Bankruptcy Code.

B. The purported transfer of HIN's medical practice to CAN (the "HIN Dissolution"), which was intended to ostensibly destroy HIN's medical practice and the interest of Siragusa and Heeren therein in order to (i) make the Siragusa Termination look "legitimate" to Joanne and the Trustee and (ii) carry out the following described Fraud Upon Heeren.

C. Siragusa's Bankruptcy Petition, which was based on the fraudulent Siragusa Termination and HIN Dissolution and intended to further discourage Joanne from pursuing her rights in Siragusa's Medical Practice Interest under the Decree of Divorce.

D. Affirmatively providing the Trustee and Joanne with backdated and otherwise fraudulent documents and information (the "False Information") in support of Siragusa's Bankruptcy Petition relating to the Siragusa and Heeren Medical Practice Interests, including the Siragusa Termination and the HIN Dissolution, which was intended to discourage (i) the Trustee from pursuing the Bankruptcy Estate's property rights in Siragusa's Medical Practice Interest under the Bankruptcy Code and (ii) Joanne from pursuing her rights therein.

E. Falsely assuring Heeren that (i) the Siragusa Termination, the HIN Dissolution, the Bankruptcy Petition, and the False Information (which are collectively the primary steps in the Reorganization as later described more fully) were all necessary and appropriate to protect the Medical Practice from harm by Joanne and the Trustee and (ii) no adverse economic or other consequences would result to Heeren's own ownership interests in the Medical Practice from following those steps. This was intended to fraudulently induce Heeren's participation in the Reorganization and defraud him out of his own HIN Medical Practice Interest (the "Fraud Upon Heeren").

F. Falsely assuring the CAN Junior Owners as to (i) the maximum exposure to the CAN medical practice from the Adversary Proceeding by Plaintiffs and the separate litigation by Heeren with respect to the Reorganization and (ii) the CAN Junior Owners' subsequent redemption rights, all to fraudulently induce the CAN Stock Sales (the "Fraud Upon The CAN Junior Owners").

G. Further destroying documents and otherwise concealing assets and information from, and providing false responsive testimony to, Joanne and the Trustee throughout the Bankruptcy Case and the Adversary Proceeding and making other false filings therein (as well as in the Divorce Proceedings), all to defraud Joanne, the Trustee, the Bankruptcy Estate, the Bankruptcy Court and the Divorce Court in order to carry out the other Schemes described herein. This misconduct is still continuing through and including the filing of this complaint (the "Obstruction of Justice").

58. More specifically regarding the Reorganization:

A. Defendants Brown and Beckley and the Participants devised and implemented the following fraudulent acts: (i) Siragusa's Medical Practice Interest was purportedly amended, defaulted and terminated for virtually no consideration by the Siragusa Termination, (ii) the HIN medical practice was purportedly dissolved and transferred to CAN without consideration by the HIN Dissolution, (iii) Siragusa purportedly ceased to be an owner of his Medical Practice Interest and became a mere "employee" under side agreements which were equal to his prior share of Profits, (iv) Heeren purportedly ceased to be an owner of his HIN Medical Practice Interest and became a mere "employee" under side agreements which were equal to his prior share of Profits, and (v) Siragusa filed his fraudulent Bankruptcy Petition, Brown and Beckley's fraudulent Addendum, and other fraudulent supporting materials in his Bankruptcy Case.

B. However, the Siragusa Termination and HIN Dissolution never actually took place in a proper and

legitimate manner and were never intended to have actual effect, but rather these purported transactions were part of a series of sham transactions supported by fraudulent documents which had been backdated to coordinate Siragusa's purported Termination and HIN's purported Dissolution with the filing of Siragusa's Bankruptcy Petition without adequate consideration and subject to contrary side agreements, all intended to (i) create the false impression that these events (a) had actually taken place at an earlier time when in fact they had not taken place earlier, or at all, and (b) were actually being given full effect by the parties thereto when in fact they were not and (ii) conceal the true contrary status of Siragusa's Medical Practice Interest.

C. The true purpose of the Reorganization was to (i) discourage Joanne and the Trustee from pursuing their respective rights in Siragusa's Medical Practice Interest and (ii) accomplish the Goal.

59. The fraudulent nature of the Reorganization activities by Defendants Brown and Beckley and the Participants are candidly described from the insider-participant perspective of Heeren and his wife, Carol Heeren, in Heeren's December 28, 1990 Affidavit Re Reorganization and their related deposition testimony, which in part provided as follows in numbered paragraph 8:

> 8. The Reorganization information which Mrs. Brown presented to the trustee in the Brown Trustee Memo was a sham and a farce inasmuch as neither Dr. Bowers nor I ever agreed to actually terminate our interests in the Partnerships. To the contrary, the terminations and other changes in the relationships of the

partners resulting from the Reorganization were designed and intended to be mere "paper transactions" for the express purpose of protecting the Partnerships from harm by Joanne Siragusa's divorce claims against Dr. Siragusa. It was expressly discussed, understood and agreed among Dr. Bowers, Dr. Siragusa, Mrs. Brown and me that notwithstanding the Reorganization documents (some of which were backdated) (i) all of the pre-existing ownership interests of Dr. Bowers and me in the Partnerships would be fully and completely restored once Ms. Siragusa's divorce claims had been resolved, (ii) all of the pre-existing ownership interests of Dr. Siragusa would also be fully and completely restored as soon as "legally possible", and (iii) the pre-existing division of Partnership profits during the interim would be maintained by various employment contracts (collectively the "Side Agreements").

60. The various Schemes were carried out by Defendants Brown and Beckley and Participants Siragusa, Bowers and CAN knowingly, intentionally, willfully and unlawfully over the Relevant Times through the Racketeering Activity which consisted of a complex pattern of individual transactions and groups of transactions. These Schemes and the Racketeering Activity involved in each are summarized as follows before setting them forth in detail:

A. **The Scheme To Fraudulently Acquire And Maintain Siragusa's Medical Practice Interest:** In this Scheme, Defendants Brown and Beckley, and Participants Siragusa, Bowers and CAN (along with the various other Participants and the currently unknown Doe Defendants)

devised and implemented a plan to defraud Joanne and the Trustee out of their respective rights in Siragusa's Medical Practice Interest. This Scheme involved the use of the Reorganization (including primarily the Siragusa Termination, the HIN Dissolution, the Bankruptcy Petition, and the False Information), and the Obstruction of Justice to (i) first acquire and then maintain Siragusa's Medical Practice Interest and the control of the Enterprise resulting therefrom and (ii) conduct the Medical Practice Enterprise, subject to side agreements to (a) maintain Siragusa's Medical Practice Interest sub rosa for his future benefit and restore it to him when "legally possible" to do so and (b) distribute to Siragusa the same equal share of Profits from his Medical Practice Interest under the guise of employment contracts. This Scheme included an extensive series of separate violations of the following federal and Nevada state laws:

(1) Violations of federal laws which constitute "racketeering activity" under 18 U.S.C. 1961(1):

(a) Bankruptcy fraud under 18 U.S.C. 152. See attached Exhibit "1" for a list of specific such acts.

(b) Mail fraud under 18 U.S.C. 1341. See attached Exhibit "2" for a list of specific such acts.

(c) Wire fraud under 18 U.S.C. 1343. See attached Exhibit "3" for a list of specific such acts.

(d) Obstruction of justice under 18 U.S.C. 1503. See attached Exhibit "4" for a list of specific such acts.

2. Violations of Nevada state laws which constitute "crimes related to racketeering" under NRS 207.360:

(a) Grand larceny in violation of N.R.S. 207.360(16) and 205.220. See attached Exhibit "1" for a list of specific such acts.

(b) Embezzlement in violation of N.R.S. 207.360(25) and 205.300. See attached Exhibit "1" for a list of specific such acts.

(c) Obtaining money or property by false pretenses in violation of N.R.S. 207.360(26) and 205.380. See attached Exhibit "1" for a list of specific such acts.

(d) Perjury or subornation of perjury in violation of N.R.S. 207.360(27) and 199.200. See attached Exhibit "4" for a list of specific such acts.

(e) Offering false evidence in violation of N.R.S. 207.360(28) and 199.210. See attached Exhibit "4" for a list of specific such acts.

B. **The Scheme To Fraudulently Acquire And Maintain Heeren's HIN Medical Practice Interest:** In this Scheme, Defendants Brown and Beckley, and Participants Bowers and CAN (along with the various other Participants besides Heeren and the currently unknown Doe Defendants) devised and implemented a plan to defraud Heeren out of his Medical Practice Interest in HIN. This Scheme involved the use of the Reorganization (including primarily the Siragusa Termination, the HIN Dissolution, the Bankruptcy Petition, and the False Information), the Fraud Upon Heeren, and the Obstruction of Justice to (i) first acquire and then maintain Heeren's HIN Medical Practice Interest and the control of the Enterprise resulting therefrom and (ii) conduct the Medical Practice Enterprise, subject to side agreements to (a) maintain Heeren's

HIN Medical Practice Interest sub rosa for his future benefit and restore it to him when "legally possible" to do so and (b) distribute to Heeren the same equal share of Profits from his Medical Practice Interest under the guise of employment contracts. This Scheme included an extensive series of separate violations of the following federal and Nevada state laws:

1. Violations of federal laws which constitute "racketeering activity" under 18 U.S.C. 1961(1):

(a) Bankruptcy fraud under 18 U.S.C. 152. See attached Exhibit "1" for a list of specific such acts.

(b) Mail fraud under 18 U.S.C. 1341. See attached Exhibit "2" for a list of specific such acts.

(c) Wire fraud under 18 U.S.C. 1343. See attached Exhibit "3" for a list of specific such acts.

(d) Obstruction of justice under 18 U.S.C. 1503. See attached Exhibit "4" for a list of specific such acts.

(e) Fraud in the sale of securities under (i) Sections 12(2), 15 and 17 of the Securities Act of 1933, as amended, (ii) Sections 10(b) and 20 of the Securities Exchange Act, of 1934, as amended, and (iii) Securities and Exchange Commission Rule 10-b5, 17 CFR 240.10b-5 (1991). See attached Exhibit "5" for a list of specific such acts.

2. Violations of Nevada state laws which constitute "crimes related to racketeering" under NRS 207.360:

(a) Grand larceny in violation of N.R.S. 207.360(16) and 205.220. See attached Exhibit "1" for a list of specific such acts.

(b) Embezzlement in violation of N.R.S. 207.360(25) and 205.300. See attached Exhibit "1" for a list of specific such acts.

(c) Obtaining money or property by false pretenses in violation of N.R.S. 207.360(26) and 205.380. See attached Exhibit "1" for a list of specific such acts.

(d) Perjury or subornation of perjury in violation of N.R.S. 207.360(27) and 199.200. See attached Exhibit "4" for a list of specific such acts.

(e) Offering false evidence in violation of N.R.S. 207.360(28) and 199.210. See attached Exhibit "4" for a list of specific such acts.

(f) Securities fraud in violation of N.R.S. 207.360(30) and 90.570. See attached Exhibit "5" for a list of specific such acts.

C. **The CAN Stock Sales Scheme:** In this Scheme, Defendants Brown and Beckley, and Participants Bowers and CAN (along with the various other Participants besides Heeren and the currently unknown Doe Defendants) devised and implemented a plan to defraud the CAN Junior Owners through the CAN Stock Sales. This Scheme primarily involved the use of the Fraud Upon The CAN Junior Owners, the filing of Siragusa's Bankruptcy Petition and the False Information with respect thereto, and the Obstruction of Justice to (i) maintain Bower's Medical Practice Interest and his control over the Medical Practice Enterprise and (ii) conduct the

Enterprise for his further benefit. This Scheme included an extensive series of separate violations of the following federal and Nevada state laws:

1. Violations of federal laws which constitute "racketeering activity" under 18 U.S.C. 1961(1):

(a) Bankruptcy fraud under 18 U.S.C. 152. See attached Exhibit "1" for a list of specific such acts.

(b) Mail fraud under 18 U.S.C. 1341. See attached Exhibit "2" for a list of specific such acts.

(c) Wire fraud under 18 U.S.C. 1343. See attached Exhibit "3" for a list of specific such acts.

(d) Obstruction of justice under 18 U.S.C. 1503. See attached Exhibit "4" for a list of specific such acts.

(e) Fraud in the sale of securities under (i) Sections 12(2), 15 and 17 of the Securities Act of 1933, as amended, (ii) Sections 10(b) and 20 of the Securities Exchange Act of 1934, as amended, and (iii) Securities and Exchange Commission Rule 10-b5, 17 CFR 240.10b-5 (1991). See attached Exhibit "5" for a list of specific such acts.

2. Violations of Nevada state laws which constitute "crimes related to racketeering" under NRS 207.360:

(a) Grand larceny in violation of N.R.S. 207.360(16) and 205.220. See attached Exhibit "1" for a list of specific such acts.

(b) Embezzlement in violation of N.R.S. 207.360(25) and 205.300. See attached Exhibit "1" for a list of specific such acts.

(c) Obtaining money or property by false pretenses in violation of N.R.S. 207.360(26) and 205.380. See attached Exhibit "1" for a list of specific such acts.

(d) Perjury or subornation of perjury in violation of N.R.S. 207.360(27) and 199.200. See attached Exhibit "4" for a list of specific such acts.

(e) Offering false evidence in violation of N.R.S. 207.360(28) and 199.210. See attached Exhibit "4" for a list of specific such acts.

(f) Securities fraud in violation of N.R.S. 207.360(30) and 90.570. See attached Exhibit "5" for a list of specific such acts.

D. **The Scheme To Obstruct Justice:** In this Scheme, Defendants Brown and Beckley, and Participants Bowers and CAN (along with the various other Participants and the currently unknown Doe Defendants) devised and implemented a plan to defraud Joanne, the Trustee, the Bankruptcy Estate, the Bankruptcy Court and the Divorce Court in order to carry out the other Schemes described herein. This Scheme involved the use of fraudulent filings in the Divorce Court, the fraudulent Bankruptcy Petition, and Defendants Brown and Beckley's Addendum to Statement of Affairs and the other False Information, and was expanded to include numerous acts of perjury, fabrication of false documents, and destruction of documents when the Bankruptcy Petition and the False Information were challenged by Joanne and the Trustee, all to (i) fraudulently acquire and maintain Siragusa's and Heeren's HIN Medical Practice Interest and the control of the Enterprise resulting therefrom and (ii) fraudulently conduct the Medical Practice Enterprise to

the detriment of Joanne, the Bankruptcy Estate and the other Victims. This Scheme included an extensive series of separate violations of the following federal and Nevada state laws:

1. Violations of federal laws which constitute "racketeering activity" under 18 U.S.C. 1961(1):

(a) Bankruptcy fraud under 18 U.S.C. 152. See attached Exhibit "1" for a list of specific such acts.

(b) Mail fraud under 18 U.S.C. 1341. See attached Exhibit "2" for a list of specific such acts.

(c) Wire fraud under 18 U.S.C. 1343. See attached Exhibit "3" for a list of specific such acts.

(d) Obstruction of justice under 18 U.S.C. 1503. See attached Exhibit "4" for a list of specific such acts.

(e) Fraud in the sale of securities under (i) Sections 12(2), 15 and 17 of the Securities Act of 1933, as amended, (ii) Sections 10(b) and 20 of the Securities Exchange Act of 1934, as amended, and (iii) Securities and Exchange Commission Rule 10-b5, 17 CFR 240.10b-5 (1991). See attached Exhibit "5" for a list of specific such acts.

2. Violations of Nevada state laws which constitute "crimes related to racketeering" under NRS 207.360:

(a) Grand larceny in violation of N.R.S. 207.360(16) and 205.220. See attached Exhibit "1" for a list of specific such acts.

(b) Embezzlement in violation of N.R.S. 207.360(25) and 205.300. See attached Exhibit "1" for a list of specific such acts.

(c) Obtaining money or property by false pretenses in violation of N.R.S. 207.360(26) and 205.380. See attached Exhibit "1" for a list of specific such acts.

(d) Perjury or subornation of perjury in violation of N.R.S. 207.360(27) and 199.200. See attached Exhibit "4" for a list of specific such acts.

(e) Offering false evidence in violation of N.R.S. 207.360(28) and 199.210. See attached Exhibit "4" for a list of specific such acts.

(f) Securities fraud in violation of N.R.S. 207.360(30) and 90.570. See attached Exhibit "5" for a list of specific such acts.

61. These Schemes inflicted discrete harms on each of their Victims, including Joanne, the Bankruptcy Estate, the Other Bankruptcy Creditors, Heeren and the CAN Junior Owners. The losses suffered by each of the Victims are summarized as follows:

A. Losses by Joanne: The resulting (i) loss of the rights in Siragusa's Medical Practice Interest, including especially but without limitation (a) the share of the substantial Profits properly attributable to that Medical Practice Interest, (b) the ability to sell that Medical Practice Interest at its fair market value and (c) interest thereon, and (ii) the fees and costs of investigation and litigation, all for the Relevant Times until trial of this matter and full payment thereof.

B. Losses by Trustee: The resulting (i) loss of the Bankruptcy Estate's rights under the Bankruptcy Code in Siragusa's Medical Practice Interest, including especially but without limitation (a) the share of the substantial Profits properly attributable to that Medical Practice Interest, (b) the ability to sell that Medical Practice Interest at its fair market value and (c) interest thereon, and (ii) the fees and costs of investigation and litigation, all for the Relevant Times until trial of this matter and full payment thereof.

C. Losses by Heeren: Similar types of losses, fees and costs with respect to his own Medical Practice Interest, including especially with respect to his shares of (i) the various Profits taken by Bowers from the Medical Practice and (ii) the CAN Stock Sale proceeds.

D. Losses by the Other Bankruptcy Creditors: Valley Bank of Nevada has received only $2,500 from the Bankruptcy Estate in compromise of its two above described creditor's claims totalling approximately $45,000 and thereby suffered a loss of the balance of these claims. However, all of the remaining claims of the Other Bankruptcy Creditors have been paid in full outside of the Bankruptcy Estate pursuant to the side agreements in the Reorganization by Siragusa, Bowers, Heeren and/or their respective entities using, at least in part, funds comprising and attributable to Siragusa's Medical Practice Interest which were subject to the rights of Joanne and the Trustee under, respectively, the Decree of Divorce and the Bankruptcy Code.

E. Losses by the Junior CAN Owners: The amounts of funds paid by the CAN Junior Owners in the

fraudulent sale of the CAN Stock is as follows and the CAN Junior Owners who have been refused redemption are:

CAN Junior Owners Names	CAN Stock Sale Amount ($)*
Gregory S. Uhl, M.D.**	193,750
Gary D. More, M.D.	193,750
Harry M. Thomas, M.D.	193,750
Matthew J. McMahon, D.O.	193,750
Alan Steljes, M.D.**	35,000
TOTAL	810,000

[*Initial purchase price exclusive of additional capital contributions; **CAN refused redemption request due to purported total lack of value of CAN Stock.]

The Scheme To Fraudulently Acquire And Maintain Siragusa's Medical Practice Interest

62. The Scheme to acquire and maintain Siragusa's Medical Practice Interest can be best understood in the context of some additional background regarding the Divorce Proceedings and additional details regarding the Reorganization.

63. In the Divorce Proceedings:

A. Siragusa repeatedly and willfully failed and refused to make the Marital Payments or perform his other obligations under the Decree of Divorce even though he could have readily done so at all Relevant Times. As noted above, virtually all of the claims of Siragusa's Other Creditors were paid in full outside of the Bankruptcy Estate pursuant to the Reorganization

side agreements using, at least in part, funds attributable to Siragusa's Medical Practice Interest

B. Siragusa never intended to make the Marital Payments or perform his other obligations under the Decree of Divorce.

C. Rather, Siragusa undertook a fraudulent and deceptive course of conduct (the "Fraudulent Course of Conduct") (i) initially designed to defraud Joanne out of her legitimate rights and interests under the Decree of Divorce, and (ii) which was expanded by Defendants Brown and Beckley and the various Participants into the Reorganization and the other Racketeering Activity described herein.

64. At all times since before the Divorce Proceedings, including before, when and after the Property Settlement Agreement and the Security Agreement were each executed through and until August 1987 after Joanne had commenced steps to enforce Marital Payment arrearages (the "Arrearages Motion") in July 1987, Siragusa represented to Joanne that Bowers, Heeren and the Medical Practice Enterprise (i) were fully aware of the existence and terms of the Decree of Divorce, including Joanne's Lien, (ii) had no objection to those provisions, and (iii) had taken all steps required to consent thereto to the extent necessary.

65. Bowers, Heeren, the Medical Practice Enterprise, and Brown (i) in fact had full knowledge of the Lien provisions of the Property Settlement Agreement and the Security Agreement before, when and after they were executed and (ii) did not inform Joanne of any objections thereto until June 1987.

66. Defendants Brown and Beckley and the Participants in concert knowingly, intentionally, willfully and unlawfully (i) devised a common plan and design to carry out the Fraudulent Course of Conduct, including the Reorganization and the other Racketeering Activity described herein, (collectively the "Conspiracy") and (ii) actively conducted, implemented, participated in, aided, abetted, ratified and adopted for their own improper purposes the actions of the others in the Conspiracy in furtherance thereof, all:

A. With a malicious intent to harm Joanne and the Bankruptcy Estate.

B. By unlawful means to accomplish the goal of the Conspiracy.

C. Utilizing the force of the number of members of the Conspiracy as well as their vastly superior financial resources.

67. The so-called Reorganization consisted of a series of sham transactions supported by fraudulent documents which had been backdated to coordinate the Siragusa Termination and HIN Dissolution with the filing of Siragusa's Bankruptcy Petition without adequate consideration and subject to contrary side agreements. These sham transactions were fraudulently presented to the Trustee (and Joanne) as true and correct by Defendants Brown and Beckley in their Addendum to Statement of Affairs in which they expressly undertook to "explain the history and nature of the Heart Institute of Nevada, and Dr. Siragusa's participation therein."

68. The Fraudulent Course of Conduct comprising the Conspiracy includes without limitation:

A. The "Pre-Reorganization Period" from prior to execution of the Property Settlement Agreement in 1983 through approximately November 1986, during which Siragusa: (i) entered into that Agreement, (ii) repeatedly and willfully failed and refused to make the Marital Payments or perform his other obligations under the Decree of Divorce even though he could have readily done so, and (iii) made numerous false representations to Joanne to defraud her out of the Marital Payments and all other rights and interests to which Joanne was properly entitled under the Decree of Divorce. Brown acted as Siragusa's attorney in connection with various matters related to his Divorce Proceedings and conspired with and aided and abetted Siragusa with respect thereto from at least June 1983.

B. The "Reorganization Period" from approximately November 1986 primarily through the filing of Siragusa's Bankruptcy Petition on November 10, 1987, during which period Defendants Brown and Beckley and the Participants devised, conspired, conducted, implemented and/or participated in the following acts which are sometimes collectively referred to as the Reorganization: (i) Siragusa's Medical Practice Interest was purportedly amended, defaulted and terminated for virtually no consideration by the Siragusa Termination, (ii) the HIN medical practice was purportedly dissolved and transferred to CAN without consideration by the HIN Dissolution, (iii) Siragusa purportedly ceased to be an owner of his Medical Practice Interest and became a mere

"employee" under side agreements which were admittedly equal to his prior share of Profits, and (iv) Siragusa filed his Bankruptcy Petition.

C. The "Bankruptcy Period" from the filing of Siragusa's Bankruptcy Petition on November 10, 1987 through and including the present, during which period Defendants Brown and Beckley and the Participants: (i) filed Siragusa's Bankruptcy Petition to prevent Joanne from exercising her legitimate rights in Siragusa's Medical Practice Interest and (ii) made numerous false representations (a) to Joanne to further the fraudulent Scheme upon her, (b) to the Trustee to defraud the Bankruptcy Estate out of its rights in Siragusa's Medical Practice Interest, including without limitation through Siragusa's Bankruptcy Petition, Schedules and Statement of Affairs and Defendants Brown and Beckley's Addendum to Statement of Affairs, and (c) to both Joanne and the Trustee to Obstruct Justice with respect to these matters.

69. In December 1990 when Heeren provided his Affidavit Re Reorganization, the Trustee (and Joanne) discovered (i) the fraudulent nature of Defendants Brown and Beckley's Addendum to Statement of Affairs and the other False Information which the Defendants and Participants had provided to the Trustee (and Joanne) and (ii) the key role which Defendants Brown and Beckley had in planning and implementing the fraudulent Reorganization and Conspiracy. This False Information was part of the Obstruction of Justice in which Defendants Brown and Beckley and certain of the Participants further destroyed documents and otherwise concealed assets and information from, and provided false responsive testimony and other information to, Joanne and the Trustee

throughout the Bankruptcy Case and the Adversary Proceeding (and the Divorce Proceedings).

70. During the Relevant Times, including especially but without limitation at the times when Defendants Brown and Beckley submitted the Addendum to Statement of Affairs to the Trustee and otherwise Obstructed Justice, Defendants Brown and (from at least November 1, 1987) Beckley owed the Trustee a duty to fully disclose to, and not conceal from, the Trustee the assets and information relating to the Bankruptcy Estate (i) as Defendants Brown and (from at least November 1, 1987) Beckley was the Trustee's own attorney in other bankruptcy matters (at least during some of those times) and (ii) under the Bankruptcy Code and other applicable laws, including especially but without limitation 18 U.S.C. 152 relating to bankruptcy crimes.

71. These duties also extended to Joanne to the extent she was acting ex rel the Trustee in the Bankruptcy Case and Adversary Proceeding pursuant to the Bankruptcy Court's order authorizing Joanne to bring claims for relief for the benefit of the Bankruptcy Estate.

72. During these Relevant Times, Defendants Brown and Beckley and the Participants (besides Siragusa Ltd) each owed fiduciary duties to Siragusa Ltd as its attorney, officer, director, shareholder, and/or partner as appropriate to the precise status of each Defendant and Participant.

Fraud As To Joanne

73. During the Relevant Times, Joanne had the above-described rights under the Decree of Divorce, including without limitation her Lien against Siragusa's Medical Practice Interest.

74. Defendants Brown and Beckley and the Participants engaged in the Conspiracy, including the Reorganization and the other Racketeering Activity, in part by making numerous false material representations to Joanne (the "False Joanne Representations").

75. Siragusa made many False Joanne Representations, including but not limited to:

A. During the Pre-Reorganization Period:

(1) Prior to entering into the Decree of Divorce, Siragusa represented that he would (i) make the Marital Payments and perform the other obligations required of him thereunder and (ii) honor the Lien and hold and use his Medical Practice Interest as collateral under the Lien.

(2) Subsequent to entering into the Decree of Divorce, Siragusa represented that the financial condition of the Medical Practice had become so bad that Siragusa was himself in such poor financial condition that he could not possibly make the required Marital Payments, which misrepresentations Siragusa has continued throughout the Reorganization and Bankruptcy Periods.

B. During the Reorganization Period:

(1) After the time when Siragusa lost his efforts to defend Joanne's Marital Payment Arrearages

Motion, Siragusa represented that his Medical Practice Interest had previously been terminated months before by the Reorganization, even though up to the time when Siragusa lost Joanne's Marital Payment Arrearages Motion Siragusa had represented to the court in the Divorce Proceedings that his Medical Practice Interest were then still existing.

(2) Siragusa represented that after his purported Termination from the Medical Practice, he was no longer an owner but merely an "employee" thereof.

C. During the Bankruptcy Period: Siragusa filed his Bankruptcy Petition and Schedules and Statement of Affairs which made the fraudulent assertion that (i) Siragusa no longer owned any of his Medical Practice Interest and had merely become an "employee", (ii) Siragusa had received virtually nothing in exchange therefor, and (iii) Siragusa's Marital Payment obligations to Joanne were no longer secured by Joanne's Lien.

76. During the Pre-Reorganization Period, Brown acted as Siragusa's attorney in connection with various matters related to his Divorce Proceedings and conspired with and aided and abetted Siragusa with respect thereto from at least June 1983.

78. Brown (as the attorney for Siragusa and each and all of the other Participants and as a principal and agent of Beckley after the Merger) made many False Joanne Representations to further the Conspiracy and aid and abet the Racketeering Activity while Defendant Brown (and after the Merger, Beckley) was also acting as an attorney for the Trustee in other matters. The False Joanne Representations included without limitation:

A. During the Reorganization Period:

(1) Brown represented that the Medical Practice was in poor financial condition, which misrepresentations Brown continued throughout the Bankruptcy Period.

(2) Brown represented that Siragusa was in poor financial condition, which misrepresentations Brown continued throughout the Bankruptcy Period.

(3) After the time when Siragusa lost his efforts to defend Joanne's Marital Payment Arrearages Motion, Brown represented that Siragusa's Medical Practice Interest had previously been terminated months before by the Reorganization, even though up to the time when Siragusa finally lost Joanne's Marital Payment Arrearages Motion on November 5, 1987, Brown had represented to Joanne that Siragusa's Medical Practice Interest was then still existing.

(4) Brown represented that after Siragusa's purported Termination from the Medical Practice, he was no longer an owner but merely an "employee" thereof.

B. During the Bankruptcy Period: Defendants Brown and Beckley filed their Addendum to Statement of Affairs which falsely and fraudulently represented that:

(1) The Medical Practice and Siragusa were in poor financial condition.

(2) Siragusa's Medical Practice Interest was amended, defaulted and terminated in a proper and legitimate manner by the Siragusa Termination.

(3) The HIN medical practice was dissolved and transferred to CAN in a proper and legitimate manner by the HIN Dissolution.

(4) Siragusa ceased to be an owner and became a mere "employee" of the Medical Practice under proper and legitimate employment contract by the Siragusa Termination.

79. The False Joanne Representations were materially false and (i) known to be false when they were made or (ii) made with reckless disregard as to their truthfulness. To the contrary and in truth and in fact:

A. Siragusa never intended to (i) make the Marital Payments or perform the other obligations required of him under the Decree of Divorce or (ii) honor the Lien and hold and use his Medical Practice Interest as collateral under the Lien.

B. The financial condition of the Medical Practice was initially sound and significantly improved at all Relevant Times sufficiently to provide Siragusa with constantly increasing amounts of Profits, whereby Siragusa could have readily made the required Marital Payments and performed the other obligations required of him under the Decree of Divorce had he not willfully refused to do so.

C. Siragusa's Medical Practice Interest in the Medical Practice had not previously been terminated by the Reorganization months before the time when Siragusa finally lost Joanne's Marital Payment Arrearages Motion on November 5, 1987, but rather his Medical Practice Interest (i) was still existing and subject to Joanne's Lien

and (ii) became property of Siragusa's Bankruptcy Estate upon the filing of Siragusa's Bankruptcy Petition.

D. After Siragusa's purported Termination from the Medical Practice, he was still an owner and not a mere "employee" thereof as Siragusa was paid under side agreements which were admittedly equal to his prior share therein.

E. Siragusa's Bankruptcy Petition and Schedules and Statement of Affairs were fraudulent in that (i) Siragusa still owned his Medical Practice Interest as well as certain cash and other assets which were not reported on his Schedules and surrendered to the Trustee, (ii) Siragusa was not a mere "employee" after his purported Termination as he continued to receive the same Profits therefrom, including without limitation substantial amounts of cash throughout the period shortly before and long after the filing of his Bankruptcy Petition, and (iii) Siragusa's Marital Payment obligations to Joanne continued to be secured by Joanne's Lien, all notwithstanding the purported Reorganization.

F. Defendants Brown and Beckley's Addendum to Statement of Affairs was fraudulent in that:

(1) The financial condition of the Medical Practice and Siragusa were both initially sound and significantly improved at all Relevant Times.

(2) Siragusa's Medical Practice Interest was not amended, defaulted and terminated in a proper and legitimate manner, but rather these purported transactions consisted of a series of sham transactions without adequate consideration, subject to side agreements and

supported by fraudulent documents which had been backdated to coordinate Siragusa's purported Termination and HIN's purported Dissolution with the filing of Siragusa's Bankruptcy Petition to create false impressions with respect to, and conceal the true contrary status of, Siragusa's Medical Practice Interest.

(3) The HIN medical practice was not dissolved and transferred to CAN in a proper and legitimate manner, but rather these purported transactions consisted of a series of sham transactions without adequate consideration, subject to side agreements and supported by fraudulent documents which had been backdated to coordinate Siragusa's purported Termination and HIN's purported Dissolution with the filing of Siragusa's Bankruptcy Petition to create false impressions with respect to, and conceal the true contrary status of, Siragusa's Medical Practice Interest.

(4) Siragusa did not cease to be an owner and instead become a mere "employee" of the Medical Practice under proper and legitimate employment contracts, but rather these purported transactions consisted of a series of sham transactions without adequate consideration, subject to side agreements and supported by fraudulent documents which had been backdated to coordinate Siragusa's purported Termination and HIN's purported Dissolution with the filing of Siragusa's Bankruptcy Petition to create false impressions with respect to, and conceal the true contrary status of, Siragusa's Medical Practice Interest.

80. The False Joanne Representations were material and intended to induce action or inaction on the part of Joanne as described herein.

81. Joanne justifiably and reasonably relied upon the False Joanne Representations until it was subsequently discovered in December 1990 (i) the fraudulent nature of Defendants Brown and Beckley's Addendum to Statement of Affairs and the other False Information which the Defendants and Participants had provided to the Trustee (and Joanne) and (ii) the key role which Defendants Brown and Beckley had in planning and implementing the fraudulent Reorganization and Conspiracy. This False Information was part of the Obstruction of Justice in which Defendants Brown and Beckley and certain of the Participants further destroyed documents and otherwise concealed assets and information from, and provided false responsive testimony to, Joanne and the Trustee throughout the Bankruptcy Case and the Adversary Proceeding (as well as the Divorce Proceedings).

Fraud As To The Bankruptcy Estate

82. During the Relevant Times, Siragusa had the above-described Medical Practice Interest.

83. Upon the filing of Siragusa's Bankruptcy Petition, all of Siragusa's assets, including especially but without limitation his Medical Practice Interest, became the property of Siragusa's Bankruptcy Estate under the Bankruptcy Code.

84. Defendants Brown and Beckley and the Participants engaged in the Conspiracy, including the Racketeering Activity, in part by making numerous false material representations to the Trustee (the "False Trustee Representations").

85. Siragusa made many False Trustee Representations, including but not limited to the following during the Bankruptcy Period: Siragusa filed his Bankruptcy Petition and Schedules and Statement of Affairs which took the fraudulent position that (i) Siragusa no longer owned any of his Medical Practice Interest and had merely become an "employee", (ii) Siragusa had received virtually nothing in exchange therefor, and (iii) Siragusa's Marital Payment obligations to Joanne were no longer secured by Joanne's Lien due to Siragusa's purported Termination.

86. Brown, as the attorney for Siragusa and each and all of the other Participants, as a principal and agent of Beckley after the Merger, and to further the Conspiracy and aid and abet the Racketeering Activity, made many False Trustee Representations while Defendant Brown (and after the Merger, Beckley) was also acting as an attorney for the Trustee in other matters, including but not limited to the following during the Bankruptcy Period: Defendants Brown and Beckley filed their Addendum to Statement of Affairs which falsely and fraudulently represented that (i) the Medical Practice and Siragusa were in poor financial condition, (ii) Siragusa's Medical Practice Interest was amended, defaulted and terminated in a proper and legitimate manner by the Siragusa Termination, (iii) the HIN medical practice was

dissolved and transferred to CAN in a proper and legitimate manner by the HIN Dissolution, and (iv) Siragusa ceased to be an owner and became a mere "employee" of HIN under proper and legitimate employment arrangements following the Siragusa Termination.

87. The False Trustee Representations were materially false and (i) known to be false when they were made or (ii) made with a reckless disregard for their truthfulness. To the contrary and in truth and in fact:

A. Siragusa's Bankruptcy Petition and Schedules and Statement of Affairs were fraudulent in that (i) Siragusa still owned his Medical Practice Interest as well as certain cash and other assets which were not reported on his Schedules and surrendered to the Trustee, (ii) Siragusa was not a mere "employee" after his purported termination as he continued to receive the same Profits therefrom, including without limitation substantial amounts of cash throughout the period shortly before and long after the filing of Siragusa's Bankruptcy Petition herein, and (iii) Siragusa's Marital Payment obligations to Joanne continued to be secured by Joanne's Lien, all notwithstanding the purported Reorganization.

B. Defendants Brown and Beckley's Addendum to Statement of Affairs was fraudulent in that:

(1) The financial condition of the Medical Practice and Siragusa were both initially sound and significantly improved at all Relevant Times.

(2) Siragusa's Medical Practice Interest was not amended, defaulted and terminated in a proper and

legitimate manner, but rather these purported transactions consisted of a series of sham transactions without adequate consideration, subject to side agreements and supported by fraudulent documents which had been backdated to coordinate Siragusa's purported Termination and HIN's purported Dissolution with the filing of Siragusa's Bankruptcy Petition to create false impressions with respect to, and conceal the true contrary status of, Siragusa's Medical Practice Interest.

(3) The HIN medical practice was not dissolved and transferred to CAN in a proper and legitimate manner, but rather these purported transactions consisted of a series of sham transactions without adequate consideration, subject to side agreements and supported by fraudulent documents which had been backdated to coordinate Siragusa's purported Termination and HIN's purported Dissolution with the filing of Siragusa's Bankruptcy Petition to create false impressions with respect to, and conceal the true contrary status of, Siragusa's Medical Practice Interest.

(4) Siragusa did not cease to be an owner and instead become a mere "employee" of the Medical Practice under proper and legitimate employment contracts, but rather these purported transactions consisted of a series of sham transactions without adequate consideration, subject to side agreements and supported by fraudulent documents which had been backdated to coordinate Siragusa's purported Termination and HIN's purported Dissolution with the filing of Siragusa's Bankruptcy Petition to create false impressions with respect to, and conceal the true contrary status of, Siragusa's Medical Practice Interest.

88. The False Trustee Representations were material and intended to induce certain action and inaction on the part of the Trustee as described herein.

89. The Trustee justifiably and reasonably relied upon the False Trustee Representations until it was subsequently discovered in December 1990 (i) the fraudulent nature of Defendants Brown and Beckley's Addendum to Statement of Affairs and the other False Information which the Defendants and Participants had provided to the Trustee (and Joanne) and (ii) the key role which Defendants Brown and Beckley had in planning and implementing the fraudulent Reorganization and Conspiracy. This False Information was part of the Obstruction of Justice in which Defendants Brown and Beckley and certain of the Participants further destroyed documents and otherwise concealed assets and information from, and provided false responsive testimony to, Joanne and the Trustee throughout the Bankruptcy Case and the Adversary Proceeding (as well as the Divorce Proceedings).

Breach Of Fiduciary Duty And Fraud To Siragusa, Ltd

90. Siragusa Ltd was not a wrongdoer, except through the misconduct of its fraudulent principal and agents, Siragusa and Defendants Brown and Beckley, who formed and used Siragusa Ltd as a tool in, and Other Victim of, the Reorganization.

91. Defendants Brown and Beckley and the Participants (besides Siragusa Ltd) each owed fiduciary duties to Siragusa Ltd as its attorney, officer, director, shareholder, and/or partner.

92. Siragusa Ltd is now property of the Bankruptcy Estate, which is entitled to assert the claims of Siragusa Ltd for this misconduct.

93. The above described misconduct of Defendants Brown and Beckley and Siragusa and the other Participants (besides Siragusa Ltd) breached the fiduciary duties owed by them to Siragusa Ltd for its purported Termination from HIN as part of the Siragusa Termination (the "Siragusa Ltd Fiduciary Breaches").

94. The above described misconduct of Defendants Brown and Beckley and Siragusa and the other Participants (besides Siragusa Ltd) also constituted fraud by them against Siragusa Ltd for its purported Termination from HIN.

95. The above described misconduct of Defendants Brown and Beckley further constituted legal malpractice by them to Siragusa Ltd with respect to its purported Termination from HIN.

96. More specifically with respect to the Siragusa Ltd Fiduciary Breaches and the fraud and malpractice to Siragusa Ltd:

A. Around the time Siragusa's Bankruptcy Petition was filed, Defendants Brown (and, if after the Merger, Beckley) prepared a backdated amendment to the HIN Joint Venture Agreement which purportedly authorized the Siragusa Termination from HIN to proceed in a shorter time frame and on materially less favorable terms and conditions than were previously provided by the HIN Joint Venture Agreement (the "HIN Amendment"). The HIN Amendment was backdated by Defendant

Brown (and, if after the Merger, Beckley) and the Participants as part of the Reorganization in which it was agreed that they would ostensibly terminate Siragusa Ltd as an owner of HIN but under side agreements would actually (i) maintain Siragusa's Medical Practice Interest in HIN sub rosa for his future benefit and restore it to him when "legally possible" to do so and (ii) distribute to Siragusa the same equal share of Profits from his Medical Practice Interest under the guise of employment contracts.

B. Pursuant to the HIN Amendment, and as part of the Reorganization, Defendants Brown (and, if after the Merger, Beckley) and the Participants as part of the Reorganization prepared and backdated a notice of default (the "HIN Default Notice") to ostensibly give Siragusa notice that (i) Siragusa Ltd was in default under the HIN Joint Venture Agreement by virtue of Joanne's Lien and (ii) it had a limited number of days in which to cure this incurable default.

C. Pursuant to the fraudulent Reorganization, Siragusa did not respond to the HIN Default Notice, but rather intentionally allowed the interest of Siragusa Ltd in HIN to be ostensibly terminated pursuant to the HIN Amendment.

D. Defendants Brown and Beckley falsely informed the Trustee and Joanne that Siragusa Ltd.'s Medical Practice Interest in HIN had been terminated in this manner when in fact the HIN Termination had not so occurred, or even occurred at all.

Racketeering Activity In Siragusa Medical Practice Interest Scheme

97. The False Joanne and Trustee Representations, the Siragusa Ltd Fiduciary Breaches, and the other misconduct described herein constituted fraud connected with a case under title 11 punishable under the laws of the United States, all within the meaning of 18 U.S.C. 1961(1)(D) as such acts violated 18 U.S.C. 152, which prohibits fraud and concealment with respect to a bankruptcy estate or its trustee. This misconduct, and the resulting diversion of funds and other assets to which the Trustee and Joanne were properly entitled, also constituted violations of (i) N.R.S. 207.360(16) and 205.220 (grand larceny), (ii) N.R.S. 207.360(25) and 205.300 (embezzlement), and (iii) N.R.S. 207.360(26) and 205.380 (obtaining money or property by false pretenses). See attached Exhibit "1" for a list of specific acts constituting these violations.

98. The False Joanne and Trustee Representations, the Siragusa Ltd Fiduciary Breaches, and the other misconduct described herein were made by utilizing the United States mail and therefore constituted mail fraud, all within the meaning of 18 U.S.C. 1961(1)(B) as such acts violated 18 U.S.C. 1341, which prohibits the use of United States mail to further fraudulent schemes. See attached Exhibit "2" for a list of specific acts constituting mail fraud.

99. The False Joanne and Trustee Representations, the Siragusa Ltd Fiduciary Breaches, and the other misconduct described herein were made by utilizing wire communications in interstate or foreign commerce and

therefore constituted wire fraud, all within the meaning of 18 U.S.C. 1961(1)(B) as such acts violated 18 U.S.C. 1343, which prohibits the use of wire communications to further fraudulent schemes. See attached Exhibit "3" for a list of specific acts constituting wire fraud.

100. The False Joanne and Trustee Representations, the Siragusa Ltd Fiduciary Breaches, and the other misconduct described herein were intended to defraud Joanne, the Trustee, the Bankruptcy Estate, the Bankruptcy Court, and the Divorce Court by (i) preparing and providing the Addendum to Statement of Affairs and the other False Information in support of Siragusa's fraudulent Bankruptcy Petition, (ii) further destroying documents and otherwise concealing assets and information from Joanne and the Trustee throughout the Bankruptcy Case and the Adversary Proceeding, (iii) providing false deposition testimony to Joanne and the Trustee throughout the Bankruptcy Case, the Adversary Proceeding and the Divorce Proceedings, and (iv) filing fraudulent proofs of claim in the Bankruptcy Case and making other fraudulent filings therein as well as in the Adversary Proceeding and the Divorce Proceedings, which misconduct is still continuing through and including the filing of this complaint, all within the meaning of 18 U.S.C. 1961(1)(B) as such acts violated 18 U.S.C. 1503 which prohibits the obstruction of justice as more particularly described herein. This misconduct also constituted violations of (i) N.R.S. 207.360(27) and 199.200 (perjury and subornation of perjury) and (ii) N.R.S. 207.360(28) and 199.210 (offering false evidence). See attached Exhibit "4" for a list of specific such acts.

Losses Suffered In Siragusa Medical Practice Interest Scheme

101. As a result of this Scheme, Joanne has suffered damages in an amount currently exceeding $6 million, which damages will continue to increase and accrue with the passage of time until trial of this matter and full payment thereof and should be trebled as alleged herein. These damages especially include the following items without limitation, subject to credit for the $1,400,000 HIN Settlement payment:

A. The failure to receive the Marital Payments and all other rights and interests to which Joanne was properly entitled under the Decree of Divorce.

B. The impairment of Joanne's ability to execute and foreclose on Siragusa's Medical Practice Interest pursuant to her Lien (the "Foreclosure Sale"), thereby:

(1) Depriving Joanne of her right to conduct and bid at the Foreclosure Sale and thereby become the owner of Siragusa's Medical Practice Interest.

(2) With the resulting loss of the rights and privileges of ownership of Siragusa's Medical Practice Interest, including especially but without limitation (i) the share of the substantial Profits properly attributable to Siragusa's Medical Practice Interest and (ii) the ability to sell that Medical Practice Interest at its fair market value, all for the period of time between the acts which give rise to this claim for relief and the trial of this matter.

C. The expenses to prosecute this action, including especially but without limitation the fees and

costs of investigation and litigation, all as authorized by law.

D. All interest due thereon.

102. As a result of this Scheme, the Bankruptcy Estate has suffered damages in an amount currently exceeding $6 million, which damages will continue to increase and accrue with the passage of time until trial of this matter and full payment thereof and should be trebled as alleged herein. These damages especially include the following items without limitation, subject to credit for the $1,400,000 HIN Settlement payment:

A. The loss of the rights and interests in Siragusa's Medical Practice Interest which the Bankruptcy Estate was properly entitled to receive under the Bankruptcy Code, thereby depriving the Bankruptcy Estate of the rights and privileges of ownership of Siragusa's Medical Practice Interest, including especially but without limitation (i) the share of the substantial Profits properly attributable to Siragusa's Medical Practice Interest and (ii) the ability to sell that Medical Practice Interest at its fair market value, all for the period of time between the acts which give rise to this claim for relief and the trial of this matter.

B. The expenses to prosecute this action, including especially but without limitation the fees and costs of investigation and litigation, all as authorized by law.

C. All interest due thereon.

103. As a result of this Scheme, Valley Bank of Nevada has received $2,500 from the Bankruptcy Estate in

compromise of its two above described creditor's claims totalling approximately $45,000, thereby resulting in a loss of the balance of these claims and making it a Non-participant Victim. However, all of the remaining claims of the Other Bankruptcy Creditors have been paid in full outside of the Bankruptcy Estate pursuant to the side agreements in the Reorganization by Siragusa, Bowers, Heeren and/or their respective entities using, at least in part, funds comprising and attributable to Siragusa's Medical Practice Interest which were subject to the rights of Joanne and the Trustee under, respectively, the Decree of Divorce and the Bankruptcy Code.

The Scheme To Fraudulently Acquire And Maintain Heeren's HIN Medical Practice Interest

104. Around the time Siragusa's Bankruptcy Petition was filed and as part of the fraudulent Reorganization, Defendant Brown (and, to the extent after the Merger, Beckley) and Participants Bowers and CAN (along with (i) the various other Participants besides Heeren and (ii) the currently unknown Doe Defendants) knowingly, intentionally, willfully and unlawfully devised and implemented a plan to defraud Heeren (which includes Heeren Ltd) out of his Medical Practice Interest in HIN, which misconduct is sometimes referred to as the Fraud Upon Heeren.

105. This Scheme involved the use of the Reorganization (including primarily the Siragusa Termination, the HIN Dissolution, the Bankruptcy Petition, and the False Information), the Fraud Upon Heeren, and the Obstruction of Justice to (i) first acquire and then maintain

Heeren's HIN Medical Practice Interest and the control of the Enterprise resulting therefrom and (ii) conduct the Medical Practice Enterprise, subject to side agreements to (a) maintain Heeren's HIN Medical Practice Interest sub rosa for his future benefit and restore it to him when "legally possible" to do so and (b) distribute to Heeren the same equal share of Profits from his Medical Practice Interest under the guise of employment contracts. The transaction by which Heeren was induced to exchange his own HIN Medical Practice Interest for a new replacement corporate ownership interest in the CAN Medical Practice is sometimes referred to as the "Heeren Stock Sale". At all Relevant Times through and after the Heeren Stock Sale, Participant Bowers was in control of Participant CAN and the Heeren Stock Sale was used retain such control.

106. The Fraud Upon Heeren especially involved the HIN Dissolution which was in part intended to protect the Medical Practice from legal action by Joanne and the Trustee by:

A. Ostensibly destroying HIN's medical practice and the interest of Siragusa and Heeren therein by transferring it to CAN in order to make the Siragusa Termination look "legitimate" by purporting to adversely affect Heeren as well as Siragusa.

B. Further destroying the rights of Joanne and the Bankruptcy Estate in Siragusa's Medical Practice Interest by removing the medical practice from HIN, in which Siragusa had his Medical Practice Interest, to CAN, in which Siragusa had no record interest.

107. In addition, the HIN Dissolution was also intended by Defendants Brown and Beckley and the Participants (besides Heeren) to carry out the Fraud Upon Heeren to defraud him out of his own HIN Medical Practice Interest through the Heeren Stock Sale as described herein.

108. Defendants Brown and Beckley and the Participants (besides Heeren) each owed fiduciary duties to Heeren and Heeren Ltd as its attorney or partner.

109. Defendants Brown and Beckley and the Participants (besides Heeren) engaged in the Conspiracy, including the Racketeering Activity, in part by making numerous false material representations to Heeren (the "False Heeren Representations").

110. Bowers and CAN (as the partner of Heeren in the Medical Practice Enterprise) and Brown (as the attorney for Heeren and each and all of the other Participants and as a principal and agent of Beckley after the Merger) made many False Heeren Representations to further the Conspiracy and aid and abet the Racketeering Activity, while Defendant Brown (and after the Merger, Beckley) was also acting as attorney for Heeren in other matters. The False Heeren Representations included without limitation:

A. During the Reorganization Period:

(1) That Joanne's Marital Payment claims against Siragusa could not be compromised or otherwise settled as Joanne was intent on attaching assets of, and otherwise harming, the Medical Practice. The Trustee in

the Siragusa Bankruptcy would similarly attach assets of, or otherwise harm, the Medical Practice.

(2) That the Siragusa Termination, the HIN Dissolution, the Siragusa Bankruptcy Petition, the False Information, and the other steps in the Reorganization as described more fully herein were all necessary and appropriate to protect the Medical Practice from harm by Joanne and the Trustee.

(3) No adverse economic or other consequences would result to Heeren's own ownership interests in the Medical Practice by following those steps in the Reorganization due to the side agreements to (i) maintain Heeren's HIN Medical Practice Interest sub rosa for his future benefit and restore it to him when "legally possible" to do so and (ii) distribute to Heeren the same equal share of Profits from his Medical Practice Interest under the guise of employment contracts. This restoration of Heeren's own HIN Medical Practice Interest was to be in the form of a new replacement corporate ownership interest in the CAN Medical Practice under the Heeren Stock Sale.

B. During the Bankruptcy Period:

(1) Around mid-1988, Heeren discovered information which indicated that he was not actually sharing equally in the Profits of the Medical Practice. After Heeren discussed this concern with Participants Bowers and CAN, Participants Bowers and CAN continued the False Heeren Representations by giving Heeren certain "compensation" bonuses and raises which Bowers and CAN falsely represented would provide the previously agreed upon equal sharing.

(2) Around the end of 1988, Heeren discovered additional information which indicated that the Medical Practice Profits were still not being shared equally and engaged separate counsel besides Defendants Brown and Beckley regarding these matters. From that time until July 1989, Defendants Brown and Beckley and Participants Bowers and CAN continued the False Heeren Representations by: (i) falsely representing to Heeren that the Medical Practice Profits were being shared equally, (ii) failing to inform Heeren or his counsel that Heeren was no longer considered by Defendants Brown and Beckley and Participants Bowers and CAN to be an owner of the HIN Medical Practice, and (iii) falsely negotiating with Heeren and his counsel about when and how Heeren's HIN Medical Practice Interest would be restored by a new replacement corporate ownership interest in the CAN Medical Practice under the Heeren Stock Sale, all even though Defendants Brown and Beckley and Participants Bowers and CAN had no intention of honoring the side agreements to (a) maintain Heeren's HIN Medical Practice Interest sub rosa for his future benefit and restore it to him when "legally possible" to do so and (b) distribute to Heeren the same equal share of Profits from his Medical Practice Interest under the guise of employment contracts. In July 1989 and only after the original Adversary Proceeding had been filed, Defendants Brown and Beckley and Participants Bowers and CAN finally informed Heeren and his counsel that Defendants Brown and Beckley and Participants Bowers and CAN did not in fact consider Heeren to be an owner of any interest in the HIN or CAN Medical Practice.

111. The False Heeren Representations were materially false and (i) known to be false when they were made or (ii) made with a reckless disregard for their truthfulness. To the contrary and in truth and in fact:

A. The terms on which Joanne was then willing to compromise or otherwise settle her Marital Payment claims against Siragusa were acceptable to Heeren but were withheld from him by Defendant Brown (and after the Merger, Beckley) and Participants Bowers and CAN. In any event, neither Joanne nor the Trustee could have attached assets of, or otherwise harmed, the Medical Practice as Defendant Brown (and after the Merger, Beckley) and Participants Bowers and CAN misrepresented to Heeren to be the case.

B. None of the Siragusa Termination, the HIN Dissolution, the Siragusa Bankruptcy Petition, the False Information, and the other steps in the Reorganization were necessary or appropriate to protect the Medical Practice from harm by Joanne or the Trustee. To the contrary, these steps in the Reorganization were part of the series of sham transactions without adequate consideration, subject to side agreements and supported by fraudulent documents which had been backdated to coordinate Siragusa's purported Termination and HIN's purported Dissolution with the filing of Siragusa's Bankruptcy Petition to create false impressions with respect to, and conceal the true contrary status of, Siragusa's and Heeren's Medical Practice Interests. Accordingly, the efforts to take these steps to discourage Joanne and the Trustee from pursuing their respective rights in Siragusa's Medical Practice Interest were improper and illegitimate. Further, these steps were taken to defraud

Heeren out of his own HIN Medical Practice Interest through the Heeren Stock Sale.

C. Adverse economic and other consequences did result to Heeren's own HIN Medical Practice Interest following those steps in the Reorganization notwithstanding the side agreements to (i) maintain Heeren's HIN Medical Practice Interest sub rosa for his future benefit and restore it to him when "legally possible" to do so and (ii) distribute to Heeren the same equal share of Profits from his Medical Practice Interest under the guise of employment contracts. Heeren never received either his share of Profits or new replacement corporate ownership interest.

D. The information Heeren discovered around mid-1988 which indicated that he was not actually sharing equally in the Profits of the Medical Practice was correct and these equal sharing discrepancies were so large that the "compensation" bonuses and raises which Participants Bowers and CAN falsely represented would provide the previously agreed upon equal sharing were grossly inadequate to do so.

E. These equal sharing discrepancies in the Profits of the Medical Practice in fact continued through the end of 1988.

F. When Heeren engaged separate counsel regarding these matters, Defendants Brown and Beckley and Participants Bowers and CAN failed to inform Heeren or his counsel until July 1989 that Heeren was not sharing equally in the Profits of the Medical Practice and was no longer considered by Defendants Brown and Beckley and Participants Bowers and CAN to be an

owner of the HIN Medical Practice. Instead, they falsely (i) assured Heeren he was sharing equally in the Profits and (ii) negotiated with Heeren and his counsel until July 1989 about when and how Heeren's HIN Medical Practice Interest would be restored by a new replacement ownership interest in the CAN Medical Practice under the Heeren Stock Sale, even though Defendants Brown and Beckley and Participants Bowers and CAN had no intention of honoring the side agreements.

112. The False Heeren Representations were material and intended to induce certain action and inaction on the part of Heeren as described herein.

113. Heeren justifiably and reasonably relied upon the False Heeren Representations until July 1989 when Defendants Brown and Beckley and Participants Bowers and CAN finally informed him they had no intention of honoring the side agreements.

114. The above described misconduct of Defendants Brown and Beckley and Siragusa and the other Participants (besides Heeren) (i) breached the fiduciary duties owed by them to Heeren (the "Heeren Fiduciary Breaches"), (ii) constituted fraud by them against Heeren, and (iii) constituted legal malpractice by Defendants Brown and Beckley, all with respect to HIN's purported Dissolution and the Heeren Stock Sale.

Racketeering Activity In The Heeren Medical Practice Interest Scheme

115. The False Heeren Representations, the Heeren Fiduciary Breaches, and the other misconduct described herein constituted fraud connected with a case under title 11 punishable under the laws of the United States, all within the meaning of 18 U.S.C. 1961(1)(D) as such acts violated 18 U.S.C. 152, which prohibits fraud and concealment with respect to a bankruptcy estate or its trustee as more particularly described herein. This misconduct also constituted violations of (i) N.R.S. 207.360(16) and 205.220 (grand larceny), (ii) N.R.S. 207.360(25) and 205.300 (embezzlement), and (iii) N.R.S. 207.360(26) and 205.380 (obtaining money or property by false pretenses). See attached Exhibit "1" for a list of specific such acts.

116. The False Heeren Representations, the Heeren Fiduciary Breaches, and the other misconduct described herein were made by utilizing the United States mail and therefore constituted mail fraud, all within the meaning of 18 U.S.C. 1961(1)(B) as such acts violated 18 U.S.C. 1341, which prohibits the use of United States mail to further fraudulent schemes as more particularly described herein. See attached Exhibit "2" for a list of specific such acts.

117. The False Heeren Representations, the Heeren Fiduciary Breaches, and the other misconduct described herein were made by utilizing wire communications in interstate or foreign commerce and therefore constituted wire fraud, all within the meaning of 18 U.S.C. 1961(1)(B) as such acts violated 18 U.S.C. 1343, which prohibits the use of wire communications to further fraudulent

schemes. See attached Exhibit "3" for a list of specific acts constituting wire fraud.

118. The False Heeren Representations, the Heeren Fiduciary Breaches, and the other misconduct described herein were intended to defraud Joanne, the Trustee, the Bankruptcy Estate and the Bankruptcy Court by (i) preparing and providing the Addendum to Statement of Affairs and the other False Information in support of Siragusa's fraudulent Bankruptcy Petition, (ii) further destroying documents and otherwise concealing assets and information from Joanne and the Trustee throughout the Bankruptcy Case and the Adversary Proceeding, (iii) providing fraudulent deposition testimony to Joanne and the Trustee throughout the Bankruptcy Case and the Adversary Proceeding, and (iv) filing fraudulent proofs of claim in the Bankruptcy Case and making other fraudulent filings therein as well as in the Adversary Proceeding, which misconduct is still continuing through and including the filing of this complaint, all within the meaning of 18 U.S.C. 1961(1)(B) as such acts violated 18 U.S.C. 1503 which prohibits the obstruction of justice as more particularly described herein. This misconduct also constituted violations of (i) N.R.S. 207.360(27) and 199.200 (perjury and subornation of perjury) and (ii) N.R.S. 207.360(28) and 199.210 (offering false evidence). See attached Exhibit "4" for a list of specific such acts.

119. The False Heeren Representations, the Heeren Fiduciary Breaches, and the other misconduct described herein constituted fraud in the sale of securities punishable under the laws of the United States, all within the meaning of 18 U.S.C. 1961(1)(D) as such acts utilized the means and instrumentalities of interstate commerce and

the mails and violated (i) Sections 12(2), 15 and 17 of the Securities Act of 1933, as amended, (ii) Sections 10(b) and 20 of the Securities Exchange Act of 1934, as amended, and (iii) Securities and Exchange Commission Rule 10-b5, 17 CFR 240.10b-5 (1991), which prohibit fraud in connection with the offer or sale of securities as more particularly described herein. This misconduct also constituted violations of N.R.S. 207.360(30) and 90.570 (securities fraud). See attached Exhibit "5" for a list of specific such acts.

Losses Suffered In Heeren Medical Practice Interest Scheme

120. As a result of this Scheme, Heeren has suffered similar types of losses, fees and costs with respect to his own HIN Medical Practice Interest as those losses which Joanne and the Trustee have suffered with respect to Siragusa's Medical Practice Interest.

121. As a result of this Scheme, the Bankruptcy Estate's property rights in Siragusa's Medical Practice Interest and Joanne's rights therein have been further impaired by the transfer of HIN's medical practice to CAN under the purported HIN Dissolution.

The CAN Stock Sales Scheme

122. In conjunction with the fraudulent Reorganization, Defendants Brown and Beckley, and Participants Bowers and CAN (along with the various other Participants besides Heeren and the currently unknown Doe Defendants) knowingly, intentionally, willfully and unlawfully devised, conspired, conducted, implemented

and/or participated in a plan to defraud the CAN Junior Owners through the CAN Stock Sales.

123. This Scheme primarily involved the use of the Fraud Upon The CAN Junior Owners, the False Information, and the Obstruction of Justice to (i) maintain Bower's remaining Medical Practice Interest and the control of the Enterprise resulting therefrom and (ii) conduct the Enterprise for his further benefit. At all Relevant Times through and after the CAN Stock Sales, Participant Bowers was in control of Participant CAN and the CAN Stock Sales were used retain such control and the CAN Junior Owners as CAN employees.

124. During the Relevant Times through and including the times of the various CAN Stock Sales, the CAN Junior Owners were employee physicians of the Medical Practice who wanted to acquire ownership interests therein in connection with their continued employment.

125. Defendants Brown and Beckley and Participants Bowers and CAN each owed fiduciary duties to the CAN Junior Owners as their respective attorney, employer, or manager, as appropriate.

126. Prior to the CAN Stock Sales, Joanne and the Trustee had commenced the Adversary Proceeding to recover, among other things, (i) Joanne's rights in Siragusa's Medical Practice Interest and (ii) the Bankruptcy Estate's property rights therein notwithstanding the various fraudulent conveyances of Siragusa's Medical Practice Interest under the Reorganization (collectively the "Potential HIN/CAN Medical Practice Claims Recovery").

127. At all Relevant Times through the CAN Stock Sales to each of the CAN Junior Owners, including without limitation the original sales in April 1990, the status of the Potential HIN/CAN Medical Practice Claims Recovery was a material fact which was reasonably and actually of concern to each of the CAN Junior Owners with respect to their continued employment and related ownership interest desires.

128. Even though the CAN Junior Owners expressly inquired about the Potential HIN/CAN Medical Practice Claims Recovery prior to the original CAN Stock Sales in April 1990, Participants Bowers and CAN and Defendants Brown and Beckley used the Reorganization and the rest of the Conspiracy to conceal the Potential HIN/CAN Medical Practice Claims Recovery from the CAN Junior Owners and induce them (i) first to continue their employment and (ii) then to enter into the CAN Stock Sales notwithstanding the claims by Joanne and the Trustee which resulted in the Adversary Proceeding.

129. In addition to the other misconduct alleged with respect to the Reorganization and the rest of the Conspiracy, Participants Bowers and CAN and Defendants Brown and Beckley made the following material false representations and omissions as part of their Scheme to defraud the CAN Junior Owners (which together with the other Reorganization and Conspiracy misconduct are collectively referred to as the "CAN Junior Owner Mispresentations/Omissions"):

A. Participants Bowers and CAN and Defendants Brown and Beckley failed to advise the CAN Junior Owners of the full range of such possibilities comprising

the Potential HIN/CAN Medical Practice Claims Recovery, including without limitation (i) that Joanne and the Trustee were seeking to avoid and unwind Siragusa's Termination and the HIN Dissolution and (ii) the implications which such recovery could have on the proposed CAN Stock Sales.

B. Participants Bowers and CAN and Defendants Brown and Beckley affirmatively misrepresented to the CAN Junior Owners that the maximum Potential HIN/CAN Medical Practice Claims Recovery liability faced by CAN was $250,000.

130. In addition to making the above described CAN Junior Owner Mispresentations/Omissions to directly the CAN Junior Owners, Defendants Brown and Beckley knowingly, intentionally, willfully and unlawfully aided and abetted Participants Bowers and CAN in carrying out the fraudulent CAN Stock Sales by structuring the subject transactions, advising Participants Bowers and CAN with respect thereto, and preparing the documents therefor.

131. The CAN Junior Owner Mispresentations/Omissions were materially false and (i) known to be false when they were made or (ii) made with a reckless disregard for their truthfulness.

132. To the contrary, and in truth and in fact, at the time of the original CAN Stock Sales, the Potential HIN/CAN Medical Practice Claims Recovery was far in excess of $250,000 and included avoidance and unwinding of Siragusa's Termination and the HIN Dissolution with the resulting adverse implications for the proposed CAN Junior Owners as described herein.

133. But for the CAN Junior Owner Mispresentations/Omissions, including without limitation the other misconduct alleged with respect to the Reorganization and the rest of the Conspiracy, the CAN Junior Owners would have known the true status of the Potential HIN/CAN Medical Practice Claims Recovery.

134. The CAN Junior Owner Mispresentations/Omissions were material and intended to induce certain action and inaction on the part of the CAN Junior Owners as described herein.

135. Defendants Brown and Beckley and Participants Bowers and CAN used the means and instrumentalities of interstate commerce and the mails to further and accomplish the CAN Stock Sales, including without limitation by (i) the mailings described in Exhibit "2" with respect to the Reorganization and the rest of the Conspiracy, (ii) the interstate telephone calls with respect thereto described in Exhibit "3", (iii) the additional mailings and telephone calls described in attached Exhibit "5", and (iv) the clearance of the purchase checks from the CAN Junior Owners through the national banking system.

136. The CAN Junior Owners justifiably and reasonably relied on the CAN Junior Owner Mispresentations/Omissions until July 1992 when Participants Bowers and CAN presented them with the HIN Settlement under which CAN was required to pay substantially all of the $1,400,000 HIN Settlement payment.

137. After the HIN Settlement payment in 1992, CAN Junior Owners Uhl and Steljes requested redemption of their CAN Stock pursuant to their various written

agreements but Participants CAN and Bowers have refused, and still continue to refuse to do so, instead claiming that these CAN shares have no value.

138. The above described misconduct of Defendants Brown and Beckley and Participants Bowers and CAN (i) breached the fiduciary duties owed by them to the CAN Junior Owners (the "CAN Junior Fiduciary Breaches"), (ii) constituted fraud by Defendants Brown and Beckley and Participants Bowers and CAN against the CAN Junior Owners, and (iii) constituted legal malpractice by Defendants Brown and Beckley, all with respect to the CAN Stock Sales.

Racketeering Activity In The CAN Stock Sale Scheme

139. The False Joanne, Trustee and Heeren Representations, the Siragusa Ltd and Heeren Fiduciary Breaches, and the other misconduct described herein (which were intended to defraud Joanne, the Trustee, the Bankruptcy Estate, the Bankruptcy Court and the Divorce Court and constituted fraud connected with a case under title 11 punishable under the laws of the United States, all within the meaning of, and in violation of, 18 U.S.C. 1961(1)(D) and 18 U.S.C. 152 as described herein) were also used by Defendants Brown and Beckley and Participants Bowers and CAN to accomplish the Fraud Upon The CAN Junior Owners by inducing them to continue their employment with CAN and enter into the CAN Stock Sales as more particularly described herein. This misconduct also constituted violations of (i) N.R.S. 207.360(16) and 205.220 (grand larceny), (ii) N.R.S. 207.360(25) and 205.300 (embezzlement), and (iii) N.R.S.

207.360(26) and 205.380 (obtaining money or property by false pretenses). See attached Exhibit "1" for a list of specific such acts.

140. The CAN Junior Owner Mispresentations/ Omissions, the CAN Junior Owner Fiduciary Breaches, and the other misconduct described herein were made by utilizing the United States mail and therefore constituted mail fraud, all within the meaning of 18 U.S.C. 1961(1)(B) as such acts violated 18 U.S.C. 1341, which prohibits the use of United States mail to further fraudulent schemes as more particularly described herein. This misconduct also constituted violations of (i) N.R.S. 207.360(16) and 205.220 (grand larceny); (ii) N.R.S. 207.360(25) and 205.300 (embezzlement), and (iii) N.R.S. 207.360(26) and 205.380 (obtaining money or property by false pretenses). See attached Exhibit "2" for a list of specific such acts.

141. The CAN Junior Owner Mispresentations/ Omissions, the CAN Junior Owner Fiduciary Breaches, and the other misconduct described herein were made by utilizing wire communications in interstate or foreign commerce and therefore constituted wire fraud, all within the meaning of 18 U.S.C. 1961(1)(B) as such acts violated 18 U.S.C. 1343, which prohibits the use of wire communications to further fraudulent schemes. See attached Exhibit "3" for a list of specific acts constituting wire fraud.

142. The False Joanne, Trustee and Heeren Representations, the Siragusa Ltd and Heeren Fiduciary Breaches, and the other misconduct described herein (which were intended to defraud Joanne, the Trustee, the Bankruptcy Estate, the Bankruptcy Court and the Divorce

Court and constituted an obstruction of justice within the meaning of, and in violation of, 18 U.S.C. 1961(1)(B) and 18 U.S.C. 1503 as described herein) were also used by Defendants Brown and Beckley and Participants Bowers and CAN to accomplish the Fraud Upon The CAN Junior Owners by inducing them to continue their employment with CAN and enter into the CAN Stock Sales as more particularly described herein. This misconduct also constituted violations of (i) N.R.S. 207.360(27) and 199.200 (perjury and subornation of perjury) and (ii) N.R.S. 207.360(28) and 199.210 (offering false evidence). See attached Exhibit "4" for a list of specific such acts.

143. The CAN Junior Owner Mispresentations/ Omissions, the CAN Junior Owner Fiduciary Breaches, and the other misconduct described herein constituted fraud in the sale of securities punishable under the laws of the United States, all within the meaning of 18 U.S.C. 1961(1)(D) as such acts utilized the means and instrumentalities of interstate commerce and the mails and violated (i) Sections 12(2), 15 and 17 of the Securities Act of 1933, as amended, (ii) Sections 10(b) and 20 of the Securities Exchange Act of 1934, as amended, and (iii) Securities and Exchange Commission Rule 10-b5, 17 CFR 240.10b-5 (1991), which, prohibit fraud in connection with the offer or sale of securities as more particularly described herein. This misconduct also constituted violations of N.R.S. 207.360(30) and 90.570 (securities fraud). See attached Exhibit "5" for a list of specific such acts.

Losses Suffered In CAN Stock Sale Scheme

144. As a result of this Scheme, the CAN Junior Owners have suffered losses of their CAN Stock Sale purchase payments. The amounts of funds paid by the CAN Junior Owners in the fraudulent sale of the CAN Stock and the CAN Junior Owners who have been refused redemption are:

CAN Junior Owners Names	CAN Stock Sale Amount ($)*
Gregory S. Uhl, M.D. **	193,750
Gary D. More, M.D.	193,750
Harry M. Thomas, M.D.	193,750
Matthew J. McMahon, D.O.	193,750
Alan Steljes, M.D. **	35,000
TOTAL	810,000

[*Initial purchase price exclusive of additional capital contributions; **CAN refused redemption request due to purported total lack of value of CAN Stock.]

145. As a result of this Scheme, the Bankruptcy Estate's property rights in Siragusa's Medical Practice Interest and Joanne's rights therein have been further impaired by the dilution thereof caused by the CAN Stock Sales.

The Scheme To Obstruct Justice

146. In conjunction with the fraudulent Reorganization, Defendant Brown and (after the Merger, Beckley), and Participants Bowers and CAN (along with the various other Participants and the currently unknown Doe Defendants) knowingly, intentionally, willfully and

unlawfully devised, conspired, conducted, implemented and/or participated in a plan to defraud Joanne, the Trustee, the Bankruptcy Estate, the Bankruptcy Court and the Divorce Court in order to carry out the other Schemes described herein.

147. This Scheme involved the use of fraudulent filings in the Divorce Court, the fraudulent Bankruptcy Petition, Defendants Brown and Beckley's Addendum to Statement of Affairs and the other False Information in the Bankruptcy Court, and was expanded to include numerous acts of perjury, fabrication of false documents, and destruction of documents when the Bankruptcy Petition and the False Information were challenged by Joanne and the Trustee, all to (i) acquire and maintain Siragusa's and Heeren's HIN Medical Practice Interest and the control of the Enterprise resulting therefrom and (ii) conduct the Enterprise to the detriment of Joanne, the Bankruptcy Estate and the other Victims.

148. More specifically, the corrupt and fraudulent methods by which Defendant Brown and (after the Merger, Beckley), and Participants Bowers and CAN (along with the various other Participants and the currently unknown Doe Defendants) knowingly, intentionally, willfully and unlawfully attempted to, and did, influence, obstruct and impede the administration of justice in the Bankruptcy Case, the Adversary Proceeding, the Bankruptcy Estate, and the Divorce Proceedings from the beginning of the Reorganization Period through this point in time include:

A. Preparing and filing with the Bankruptcy Court (i) the fraudulent Bankruptcy Petition, (ii) Defendants Brown and Beckley's Addendum to Statement of Affairs which expressly undertook to "explain the history and nature of the Heart Institute of Nevada, and Dr. Siragusa's participation therein", and (iii) the other False Information in support of Siragusa's Bankruptcy Petition. This False Information primarily described the so-called Reorganization which consisted of a series of sham transactions without adequate consideration, subject to side agreements and supported by fraudulent documents which had been backdated to coordinate Siragusa's purported Termination and HIN's purported Dissolution with the filing of Siragusa's Bankruptcy Petition to create false impressions with respect to, and conceal the true contrary status of, Siragusa's and Heeren's Medical Practice Interests. Accordingly, the efforts to take these steps to discourage Joanne and the Trustee from pursuing their respective rights in Siragusa's Medical Practice Interest were improper and illegitimate. These steps were also taken to defraud Heeren out of his own HIN Medical Practice Interest through the Heeren Stock Sale. These steps were further taken to defraud the CAN Junior Owners through the CAN Stock Sales.

B. Destroying and otherwise concealing documents (the "missing documents") which related to critical events in the purported Reorganization from Joanne and the Trustee despite repeated subpoenas and other discovery requests in the Bankruptcy Case and the Adversary Proceeding and multiple Bankruptcy Court orders compelling such production. After being repeatedly sanctioned by the Bankruptcy Court for the ongoing failure to

comply with its orders compelling production, and being threatened with the striking of defenses, Defendants Brown and Beckley miraculously did locate some, but by no means all of the purportedly "missing documents". The remaining "missing documents" have either been destroyed or otherwise concealed by Defendant Brown and (after the Merger, Beckley), and Participants Bowers and CAN (along with the various other Participants and the currently unknown Doe Defendants).

C. Providing fraudulent deposition testimony, and encouraging others to do so, about the Reorganization and other matters to Joanne and the Trustee despite the applicable oaths and even Bankruptcy Court orders compelling testimony about these matters. This fraudulent deposition testimony has been (i) internally inconsistent for Brown and other deponents, (ii) inconsistent between Brown and other deponents, (iii) inconsistent when compared to legitimate documents, and (iv) based on fraudulent documents, such as those backdated in the Reorganization.

D. Filing fraudulent proofs of claim in the Bankruptcy Case and making other fraudulent filings therein as well as in the Adversary Proceeding and the Divorce Proceedings to carry out the fraudulent Reorganization.

Racketeering Activity In The Obstruction Scheme

149. The Obstruction of Justice described herein constituted fraud connected with a case under title 11 punishable under the laws of the United States, all within the meaning of 18 U.S.C. 1961(1)(D) as such acts violated

18 U.S.C. 152, which prohibits fraud and concealment with respect to a bankruptcy estate or its trustee as more particularly described herein. This misconduct also constituted violations of (i) N.R.S. 207.360(16) and 205.220 (grand larceny), (ii) N.R.S. 207.360(25) and 205.300 (embezzlement), and (iii) N.R.S. 207.360(26) and 205.380 (obtaining money or property by false pretenses). See attached Exhibit "1" for a list of specific such acts.

150. The Obstruction of Justice described herein was carried out by utilizing the United States mail and therefore constituted mail fraud, all within the meaning of 18 U.S.C. 1961(1)(B) as such acts violated 18 U.S.C. 1341, which prohibits the use of United States mail to further fraudulent schemes as more particularly described herein. See Exhibit "1" for a list of specific such acts.

151. The Obstruction of Justice described herein were made by utilizing wire communications in interstate or foreign commerce and therefore constituted wire fraud, all within the meaning of 18 U.S.C. 1961(1)(B) as such acts violated 18 U.S.C. 1343, which prohibits the use of wire communications to further fraudulent schemes. See attached Exhibit "3" for a list of specific acts constituting wire fraud.

152. The Obstruction of Justice and the other misconduct described herein were intended to defraud Joanne, the Trustee, the Bankruptcy Estate, the Bankruptcy Court, and the Divorce Court by (i) preparing and providing the Addendum to Statement of Affairs and the

other False Information in support of Siragusa's fraudulent Bankruptcy Petition, (ii) further destroying documents and otherwise concealing assets and information from Joanne and the Trustee throughout the Bankruptcy Case and the Adversary Proceeding, (iii) providing false deposition testimony to Joanne and the Trustee through out the Bankruptcy Case, the Adversary Proceeding and the Divorce Proceedings, and (iv) filing fraudulent proofs of claim in the Bankruptcy Case and making other fraudulent filings therein as well as in the Adversary Proceeding and the Divorce Proceedings, which misconduct is still continuing through and including the filing of this complaint, all within the meaning of 18 U.S.C. 1961(1)(B) as such acts violated 18 U.S.C. 1503 which prohibits the obstruction of justice as more particularly described herein. This misconduct also constituted violations of (i) N.R.S. 207.360(27) and 199.200 (perjury and subornation of perjury) and (ii) N.R.S. 207.360(28) and 199.210 (offering false evidence). See attached Exhibit "4" for a list of specific such acts.

153. The Obstruction of Justice was were also used by Defendants Brown and Beckley and Participants Bowers and CAN to accomplish the Fraud Upon Heeren and the Fraud Upon The CAN Junior Owners as more particularly described herein, which misconduct constituted fraud in the sale of securities punishable under the laws of the United States, all within the meaning of 18 U.S.C. 1961(1)(D) as such acts utilized the means and instrumentalities of interstate commerce and the mails and violated (i) Sections 12(2), 15 and 17 of the Securities Act of 1933, as amended, (ii) Sections 10(b) and 20 of the Securities Exchange Act of 1934, as amended, and (iii)

Securities and Exchange Commission Rule 10-b5, 17 CFR 240.10b-5 (1991), which prohibit fraud in connection with the offer or sale of securities as more particularly described herein. This misconduct also constituted violations of N.R.S. 207.360(30) and 90.570 (securities fraud). See attached Exhibit "5" for a list of specific such acts.

Losses Suffered In Obstruction Scheme

154. As a result of this Scheme, the acquisition and maintenance of an interest in and control of the Medical Practice Enterprise, and the fraudulent conduct thereof, have been accomplished, furthered and prolonged, thereby further impairing (i) the Bankruptcy Estate's property rights in Siragusa's Medical Practice Interest and (ii) Joanne's rights therein.

155. As a result of this Scheme, the Fraud Upon Heeren, the Fraud Upon the CAN Junior Owners, and the Fraud Upon the Other Bankruptcy Creditors have been accomplished, furthered and prolonged, thereby impairing their respective rights and interests.

FIRST CLAIM FOR RELIEF

(Violation of 18 U.S.C. 1962(b), including aiding and abetting liability under 18 U.S.C. 2)

156. Plaintiffs reallege each of the foregoing paragraphs.

157. Joanne, the Trustee, and Defendants Brown and Beckley (and certain unknown Does), and each of the Participants are "persons" within the meaning of 18 U.S.C. 1961(3) and 1964(c).

158. The Medical Practice, consisting of its various component entities including primarily but without limitation HIN, CAN, HICL and HIP at the primary 1090 E. Desert Inn Road, Clark County, Nevada location and at all of the other locations utilized for the conduct of the Medical Practice within and outside of the State of Nevada is (i) the Enterprise which is the subject of this complaint and (ii) an "association in fact enterprise" within the meaning of 18 U.S.C. 1961(4) and 1962(b), which Enterprise was engaged in and the activities of which affected interstate commerce during the Relevant Times.

159. The Participants, including especially Bowers and Siragusa, each knowingly, intentionally, willfully and unlawfully acquired and/or maintained an interest in or control of the Medical Practice Enterprise through the pattern of Racketeering Activity set forth above, all in violation of 18 U.S.C. 1962(b).

160. The various Participants so acted as principals. Defendants Brown and Beckley (and certain unknown Does) have, within the meaning of 18 U.S.C. 2, knowingly, intentionally, willfully and unlawfully rendered substantial assistance to the various Participants by aiding, abetting, counselling, or inducing them to violate 18 U.S.C. 1962(b) ("aiding and abetting").

161. The pattern of Racketeering Activity through which the Participants, aided and abetted by Defendants Brown and Beckley (and certain unknown Does), acquired and/or maintained an interest in or control of the Medical Practice Enterprise included the following:

A. Multiple instances of bankruptcy fraud in violation of 18 U.S.C. 152.

B. Multiple instances of mail fraud in violation of 18 U.S.C. 1341.

C. Multiple instances of wire fraud in violation of 18 U.S.C. 1343.

D. Multiple instances of obstruction of justice in violation of 18 U.S.C. 1503.

E. Multiple instances of fraud in the sale of securities punishable under the laws of the United States in violation of Sections 12(2), 15 and 17 of the Securities Act of 1933, as amended, (ii) Sections 10(b) and 20 of the Securities Exchange Act of 1934, as amended, and (iii) Securities and Exchange Commission Rule 10-b5, 17 CFR 240.10b-5 (1991).

162. As a direct and proximate result of the 18 U.S.C. 1962(b) violation, Joanne and the Bankruptcy Estate have suffered damages in an amount currently exceeding $6 million, which damages will continue to increase and accrue with the passage of time until trial of this matter and full payment thereof and should be trebled pursuant to 18 U.S.C. 1964(c). These damages especially include the following items without limitation, subject to credit for the $1,400,000 HIN Settlement payment

A. With respect to Joanne:

(1) The failure to receive the Marital Payments and all other rights and interests to which Joanne was properly entitled under the Decree of Divorce.

(2) The impairment of Joanne's ability to execute and foreclose on Siragusa's Medical Practice Interest pursuant to her Lien (the "Foreclosure Sale"), thereby:

(a) Depriving Joanne of her right to conduct and bid at the Foreclosure Sale and thereby become the owner of Siragusa's Medical Practice Interest.

(b) With the resulting loss of the rights and privileges of ownership of Siragusa's Medical Practice Interest, including especially but without limitation (i) the share of the substantial Profits properly attributable to Siragusa's Medical Practice Interest and (ii) the ability to sell that Medical Practice Interest at its fair market value, all for the period of time between the acts which give rise to this claim for relief and the trial of this matter.

(3) The expenses to prosecute this action, including especially but without limitation the fees and costs of investigation and litigation, all as authorized by law.

(4) All interest due thereon.

B. With respect to the Bankruptcy Estate:

(1) The loss of the rights and interests in Siragusa's Medical Practice Interest which the Bankruptcy Estate was properly entitled to receive under the Bankruptcy Code, thereby depriving the Bankruptcy Estate of the rights and privileges of ownership of Siragusa's Medical Practice Interest, including especially but without limitation (i) the share of the substantial Profits

properly attributable to Siragusa's Medical Practice Interest and (ii) the ability to sell that Medical Practice Interest at its fair market value, all for the period of time between the acts which give rise to this claim for relief and the trial of this matter.

(2) The expenses to prosecute this action, including especially but without limitation the fees and costs of investigation and litigation, all as authorized by law.

(3) All interest due thereon.

163. Defendants Brown and Beckley (and certain unknown Does) have acted so maliciously, fraudulently and oppressively towards Joanne and the Bankruptcy Estate as to justify the imposition of punitive damages in an amount sufficient to punish and deter such misconduct.

SECOND CLAIM FOR RELIEF

(Violation of 18 U.S.C. 1962(c), including aiding and abetting liability under 18 U.S.C. 2)

164. Plaintiffs reallege each of the foregoing paragraphs.

165. Joanne, the Trustee, and Defendants Brown and Beckley (and certain unknown Does), and each of the Participants are "persons" within the meaning of 18 U.S.C. 1961(3) and 1964(c).

166. The Medical Practice, consisting of its various component entities, including primarily but without limitation HIN, CAN, HICL and HIP at the primary 1090 E.

Desert Inn Road, Clark County, Nevada location and at all of the other locations utilized for the conduct of the Medical Practice within and outside of the State of Nevada is (i) the Enterprise which is the subject of this complaint and (ii) an "association in fact enterprise" within the meaning of 18 U.S.C. 1961(4) and 1962(c), which Enterprise was engaged in and the activities of which affected interstate commerce during the Relevant Times.

167. Defendants Brown and Beckley (and certain unknown Does) and the various Participants, including especially Bowers and Siragusa, each knowingly, intentionally, willfully and unlawfully (i) were employed by or associated with the Medical Practice Enterprise and (ii) conducted or participated, directly or indirectly, in the conduct of its affairs through a pattern of Racketeering Activity, or aided and abetted others in doing so, all in violation of 18 U.S.C. 1962(c).

168. The pattern of Racketeering Activity included the following:

A. Multiple instances of bankruptcy fraud in violation of 18 U.S.C. 152.

B. Multiple instances of mail fraud in violation of 18 U.S.C. 1341.

C. Multiple instances of mail fraud in violation of 18 U.S.C. 1341.

D. Multiple instances of obstruction of justice in violation of 18 U.S.C. 1503.

E. Multiple instances of fraud in the sale of securities punishable under the laws of the United States

in violation of Sections 12(2), 15 and 17 of the Securities Act of 1933, as amended, (ii) Sections 10(b) and 20 of the Securities Exchange Act of 1934, as amended, and (iii) Securities and Exchange Commission Rule 10-b5, 17 CFR 240.10b-5 (1991).

169. As a direct and proximate result of the pattern of Racketeering Activity, Joanne and the Bankruptcy Estate have suffered damages in an amount currently exceeding $6 million, which damages will continue to increase and accrue with the passage of time until trial of this matter and full payment thereof and should be trebled pursuant to 18 U.S.C. 1964(c). These damages especially include without limitation the items described in detail in the first claim for relief, which damages items are herein incorporated by reference into this claim for relief.

170. Defendants Brown and Beckley (and certain unknown Does) have acted so maliciously, fraudulently and oppressively towards Joanne and the Bankruptcy Estate as to justify the imposition of punitive damages in an amount sufficient to punish and deter such misconduct.

THIRD CLAIM FOR RELIEF

(Violation of 18 U.S.C. 1962(d) by conspiracy to violate 18 U.S.C. 1962(c) and 1962(b))

171. Plaintiffs reallege each of the foregoing paragraphs.

172. Joanne, the Trustee, and Defendants Brown and Beckley (and certain unknown Does), and each of the

Participants are "persons" within the meaning of 18 U.S.C. 1961(3) and 1964(c).

173. The Medical Practice, consisting of its various component entities, including primarily but without limitation HIN, CAN, HICL and HIP at the primary 1090 E. Desert Inn Road, Clark County, Nevada location and at all of the other locations utilized for the conduct of the Medical Practice within and outside of the State of Nevada is (i) the Enterprise which is the subject of this complaint and (ii) an "association in fact enterprise" within the meaning of 18 U.S.C. 1961(4), 1962(b) and 1962(c), which Enterprise was engaged in and the activities of which affected interstate commerce during the Relevant Times.

175. Defendants Brown and Beckley (and certain unknown Does) and the various Participants, including especially Bowers and Siragusa, each knowingly, intentionally, willfully and unlawfully (i) agreed and conspired within the meaning of 18 U.S.C. 1962(d) to violate 18 U.S.C. 1962(b) and 1962(c) through a pattern of Racketeering Activity and (ii) committed many overt acts in furtherance thereof as described herein.

176. The pattern of Racketeering Activity included the following:

A. Multiple instances of bankruptcy fraud in violation of 18 U.S.C. 152.

B. Multiple instances of mail fraud in violation of 18 U.S.C. 1341.

C. Multiple instances of wire fraud in violation of 18 U.S.C. 1343.

D. Multiple instances of obstruction of justice in violation of 18 U.S.C. 1503.

E. Multiple instances of fraud in the sale of securities punishable under the laws of the United States in violation of Sections 12(2), 15 and 17 of the Securities Act of 1933, as amended, (ii) Sections 10(b) and 20 of the Securities Exchange Act of 1934, as amended, and (iii) Securities and Exchange Commission Rule 10-b5, 17 CFR 240.10b-5 (1991).

177. As a direct and proximate result of the conspiracy and predicate acts of Racketeering Activity in furtherance thereof, Joanne and the Bankruptcy Estate have suffered damages in an amount currently exceeding $6 million, which damages will continue to increase and accrue with the passage of time until trial of this matter and full payment thereof and should be trebled pursuant to 18 U.S.C. 1964(c). These damages especially include without limitation the items described in detail in the first claim for relief, which damages items are herein incorporated by reference into this claim for relief.

178. Defendants Brown and Beckley (and certain unknown Does) have acted so maliciously, fraudulently and oppressively towards Joanne and the Bankruptcy Estate as to justify the imposition of punitive damages in an amount sufficient to punish and deter such misconduct.

FOURTH CLAIM FOR RELIEF

(Nevada RICO Violation of N.R.S. 207.400(1)(b))

179. Plaintiffs reallege each of the foregoing paragraphs.

180. Joanne, the Trustee, and Defendants Brown and Beckley (and certain unknown Does), and each of the Participants are "persons" within the meaning of N.R.S. 207.400.

181. The Medical Practice, consisting of its various component entities, including primarily but without limitation HIN, CAN, HICL and HIP at the primary 1090 E. Desert Inn Road, Clark County, Nevada location and at all of the other locations utilized for the conduct of the Medical Practice within and outside of the State of Nevada is (i) the Enterprise which is the subject of this complaint and (ii) an "association in fact enterprise" within the meaning of N.R.S. 207.380.

182. The Participants, including especially Bowers and Siragusa, each knowingly, intentionally, willfully and unlawfully acquired and/or maintained an interest in or control of the Medical Practice Enterprise through the Racketeering Activity set forth above, all in violation of N.R.S. 207.400(1)(b).

183. The various Participants acted directly as principals. Defendants Brown and Beckley (and certain unknown Does) were also principals within the meaning of N.R.S. 195.020 as they knowingly, intentionally, willfully and unlawfully rendered substantial assistance to the various Participants by aiding, abetting, counselling,

and inducing them to violate N.R.S. 207.400(1)(b) ("aiding and abetting").

184. The Racketeering Activity through which the Participants, aided and abetted by Defendants Brown and Beckley (and certain unknown Does), acquired and/or maintained an interest in or control of the Medical Practice Enterprise included the following:

A. Multiple instances of grand larceny in violation of N.R.S. 207.360(16) and 205.220.

B. Multiple instances of embezzlement in violation of N.R.S. 207.360(25) and 205.300.

C. Multiple instances of obtaining money or property by false pretenses in violation of N.R.S. 207.360(26) and 205.380.

D. Multiple instances of perjury or subornation of perjury in violation of N.R.S. 207.360(27) and 199.200.

E. Multiple instances of offering false evidence in violation of N.R.S. 207.360(28) and 199.210.

F. Multiple instances of securities fraud in violation of N.R.S. 207.360(30) and 90.570.

185. As a direct and proximate result of the N.R.S. 207.400(1)(b) violation, Joanne and the Bankruptcy Estate have suffered damages in an amount currently exceeding $6 million, which damages will continue to increase and accrue with the passage of time until trial of this matter and full payment thereof and should be trebled pursuant to N.R.S. 207.470(1). These damages especially include without limitation the items described in detail in the

first claim for relief, which damages items are herein incorporated by reference into this claim for relief.

186. Defendants Brown and Beckley (and certain unknown Does) have acted so maliciously, fraudulently and oppressively towards Joanne and the Bankruptcy Estate as to justify the imposition of punitive damages in an amount sufficient to punish and deter such misconduct.

FIFTH CLAIM FOR RELIEF

(Nevada RICO Violation of N.R.S. 207.400(1)(c))

187. Plaintiffs reallege each of the foregoing paragraphs.

188. Joanne, the Trustee, and Defendants Brown and Beckley (and certain unknown Does), and each of the Participants are "persons" within the meaning of N.R.S. 207.400.

189. The Medical Practice, consisting of its various component entities, including primarily but without limitation HIN, CAN, HICL and HIP at the primary 1090 E. Desert Inn Road, Clark County, Nevada location and at all of the other locations utilized for the conduct of the Medical Practice within and outside of the State of Nevada is (i) the Enterprise which is the subject of this complaint and (ii) an "association in fact enterprise" within the meaning of N.R.S. 207.380.

190. Defendants Brown and Beckley (and certain unknown Does) and the various Participants, including especially Bowers and Siragusa, each knowingly, intentionally, willfully and unlawfully:

A. Were employed by or associated with the Medical Practice Enterprise; and

B. Conducted or participated, directly or indirectly, in the affairs of the Enterprise through the Racketeering Activity, or aided and abetted others in doing so, all in violation of N.R.S. 207.400(1)(c)(1); and/or

C. Conducted or participated, directly or indirectly, in the Racketeering Activity through the affairs of the Enterprise, or aided and abetted others in doing so, all in violation of N.R.S. 207.400(1)(c)(2).

191. The Racketeering Activity included the following:

A. Multiple instances of grand larceny in violation of N.R.S. 207.360(16) and 205.220.

B. Multiple instances of embezzlement in violation of N.R.S. 207.360(25) and 205.300.

C. Multiple instances of obtaining money or property by false pretenses in violation of N.R.S. 207.360(26) and 205.380.

D. Multiple instances of perjury or subornation of perjury in violation of N.R.S. 207.360(27) and 199.200.

E. Multiple instances of offering false evidence in violation of N.R.S. 207.360(28) and 199.210.

F. Multiple instances of securities fraud in violation of N.R.S. 207.360(30) and 90.570.

192. As a direct and proximate result of the Racketeering Activity, Joanne and the Bankruptcy Estate have suffered damages in an amount currently exceeding $6

million, which damages will continue to increase and accrue with the passage of time until trial of this matter and full payment thereof and should be trebled pursuant to N.R.S. 207.470(1). These damages especially include without limitation the items described in detail in the first claim for relief, which damages items are herein incorporated by reference into this claim for relief.

193. Defendants Brown and Beckley (and certain unknown Does) have acted so maliciously, fraudulently and oppressively towards Joanne and the Bankruptcy Estate as to justify the imposition of punitive damages in an amount sufficient to punish and deter such misconduct.

SIXTH CLAIM FOR RELIEF

(Nevada RICO violation of N.R.S. 207.400(1)(h) by conspiracy to violate N.R.S. 207.400(1)(b) and N.R.S. 207.400(1)(c))

194. Plaintiffs reallege each of the foregoing paragraphs.

195. Joanne, the Trustee, and Defendants Brown and Beckley (and certain unknown Does), and each of the Participants are "persons" within the meaning of N.R.S. 207.400.

196. The Medical Practice, consisting of its various component entities, including primarily but without limitation HIN, CAN, HICL and HIP at the primary 1090 E. Desert Inn Road, Clark County, Nevada location and at all of the other locations utilized for the conduct of the

Medical Practice within and outside of the State of Nevada is (i) the Enterprise which is the subject of this complaint and (ii) an "association in fact enterprise" within the meaning of N.R.S. 207.380.

197. Defendants Brown and Beckley (and certain unknown Does) and the various Participants, including especially Bowers and Siragusa, each knowingly, intentionally, willfully and unlawfully (i) agreed and conspired within the meaning of N.R.S. 207.400(1)(h) to violate N.R.S. 207.400(1)(b) and 207.400(1)(c) through the Racketeering Activity and (ii) committed many overt acts in furtherance thereof as described herein.

198. The Racketeering Activity included the following:

A. Multiple instances of grand larceny in violation of N.R.S. 207.360(16) and 205.220.

B. Multiple instances of embezzlement in violation of N.R.S. 207.360(25) and 205.300.

C. Multiple instances of obtaining money or property by false pretenses in violation of N.R.S. 207.360(26) and 205.380.

D. Multiple instances of perjury or subornation of perjury in violation of N.R.S. 207.360(27) and 199.200.

E. Multiple instances of offering false evidence in violation of N.R.S. 207.360(28) and 199.210.

F. Multiple instances of securities fraud in violation of N.R.S. 207.360(30) and 90.570.

199. As a direct and proximate result of such misconduct, Joanne and the Bankruptcy Estate have suffered

damages in an amount currently exceeding $6 million, which damages will continue to increase and accrue with the passage of time until trial of this matter and full payment thereof and should be trebled pursuant to N.R.S. 207.470(1). These damages especially include without limitation the items described in detail in the first claim for relief, which damages items are herein incorporated by reference into this claim for relief.

200. Defendants Brown and Beckley (and certain unknown Does) have acted so maliciously, fraudulently and oppressively towards Joanne and the Bankruptcy Estate as to justify the imposition of punitive damages in an amount sufficient to punish and deter such misconduct.

SEVENTH CLAIM FOR RELIEF

(Fraud And Conspiracy Against Joanne)

201. Joanne realleges each of the foregoing paragraphs.

202. At all Relevant Times, Joanne had the above described rights in Siragusa's Medical Practice Interest.

203. At various times since the Decree of Divorce was entered in 1983, Siragusa falsely informed Joanne that the financial condition of the Medical Practice had become so bad that Siragusa could not possibly make the required Marital Payments and fraudulently induced Joanne to agree to a reduction in the Marital Payments, even though Siragusa could at all such and other times have readily made the required Marital Payments. The last time Siragusa fraudulently so induced Joanne to

agree to a reduction in the required Marital Payments was between November 1986 and January 1987.

204. Around May 1987, Siragusa (i) once again falsely informed Joanne of non-existent financial problems with the Medical Practice and (ii) totally ceased making any Marital Payments, even though the Medical Practice was financially stronger than it had ever been and Siragusa could have readily made the required Marital Payments at that time.

205. Around July 6, 1987, Joanne filed the Arrearages Motion in the Divorce Proceedings to reduce the past due Marital Payment and other arrearages to judgment.

206. Siragusa unsuccessfully attempted to defend Joanne's Arrearages Motion between July and September 1987 on the false grounds that the Medical Practice were having severe financial difficulties. In doing so, Siragusa expressly represented to the court in the Divorce Proceedings that Siragusa needed the requested relief from Joanne's motion to preserve Siragusa's Medical Practice Interests which were then existing in the Medical Practice.

207. Defendant Brown also represented to Joanne during this period that Siragusa was still the holder of his Medical Practice Interest.

208. On September 10, 1987, the domestic relations referee entered his findings and recommendations in the Divorce Proceedings that Joanne was entitled to judgment against Siragusa in an amount then in excess of $1,400,000 for Marital Payment and other arrearages.

209. Siragusa objected to these findings and recommendations, and the matter was finally heard by the Divorce Court on November 5, 1987. That court fully adopted the referee's findings and recommendations, reduced the Marital Payment arrearages to judgment, and stayed enforcement of the judgment until November 12, 1987 to give Siragusa time to consult with counsel about an undertaking on appeal to preserve his Medical Practice Interests.

210. Prior to that next Divorce Proceedings hearing, Siragusa filed his Bankruptcy Petition on November 10, 1987.

211. The Fraudulent Course of Conduct, including especially but without limitation the False Joanne Representations and the other misconduct alleged in detail in Siragusa's Medical Practice Interest Scheme, all of which is herein incorporated by reference, and the additional false misrepresentations set forth in this claim for relief (the "Additional Joanne Misrepresentation"), constituted a fraud upon Joanne as such misrepresentations were materially false and (i) known to be false when they were made or (ii) made with reckless disregard as to their truthfulness. The true contrary facts were as is set forth herein.

212. The False Joanne Representations, the Additional False Joanne Representations, and the other misconduct alleged in detail in Siragusa's Medical Practice Interest Scheme were material and intended to induce action or inaction on the part of Joanne as described herein.

213. Joanne justifiably and reasonably relied upon the False Joanne Representations, the Additional False Joanne Representations, and the other misconduct alleged in detail in Siragusa's Medical Practice Interest Scheme until it was subsequently discovered in December 1990 that Defendants Brown and Beckley's Addendum to Statement of Affairs (i) contained a fraudulent description of the transactions and events which had occurred in connection with the Reorganization and (ii) contained and was based on documents which were backdated, otherwise fraudulent, and not given actual effect among the nominal parties thereto, all of which misconduct was intended to, and did, conceal the actual fraudulent nature of the Reorganization and the related Racketeering Activity. This False Information was part of the Obstruction of Justice in which Defendants Brown and Beckley (and certain unknown Does) and certain of the Participants further destroyed documents and otherwise concealed assets and information from, and provided false responsive testimony to, Joanne and the Trustee throughout the Bankruptcy Case and the Adversary Proceeding (as well as the Divorce Proceedings).

214. Defendants Brown and Beckley (and certain unknown Does) and the various Participants in concert (i) formed a common plan and design to defraud Joanne out of her legitimate rights and interests in Siragusa's Medical Practice Interest through the Fraudulent Course of Conduct, which included without limitation the False Joanne Representations and the Additional False Joanne Representations, and (ii) actively participated in, aided, abetted, ratified and adopted for their own improper

purposes the actions of the others in furtherance of this conspiracy, all:

A. With a malicious intent to harm Joanne.

B. By unlawful means to accomplish the goal of the conspiracy.

C. Utilizing the force of the number of members of the conspiracy as well as their vastly superior financial resources.

215. As a direct and proximate result of such misconduct, Joanne has suffered damages in an amount currently exceeding $6 million, which damages will continue to increase and accrue with the passage of time until trial of this matter and full payment thereof. These damages especially include without limitation the items described in detail with respect to Joanne in the first claim for relief, which damages items are herein incorporated by reference into this claim for relief.

216. Defendants Brown and Beckley (and certain unknown Does) have acted so maliciously, fraudulently and oppressively towards Joanne as to justify the imposition of punitive damages in an amount sufficient to punish and deter such misconduct.

EIGHTH CLAIM FOR RELIEF

(Fraud And Conspiracy Against the Bankruptcy Estate)

217. The Trustee realleges each of the foregoing paragraphs.

218. At all Relevant Times, the Bankruptcy Estate had the above described rights in Siragusa's Medical Practice Interest.

219. The Fraudulent Course of Conduct, including especially but without limitation the False Trustee Representations and the other misconduct alleged in detail in Siragusa's Medical Practice Interest Scheme, all of which is herein incorporated by reference, constituted a fraud upon the Bankruptcy Estate as such misrepresentations were materially false and (i) known to be false when they were made or (ii) made with reckless disregard as to their truthfulness. The true contrary facts were as is set forth herein.

220. The False Trustee Representations and the other misconduct alleged in detail in Siragusa's Medical Practice Interest Scheme were material and intended to induce action or inaction on the part of the Bankruptcy Estate as described herein.

221. The Bankruptcy Estate justifiably and reasonably relied upon the False Trustee Representations and the other misconduct alleged in detail in Siragusa's Medical Practice Interest Scheme until it was subsequently discovered in December 1990 that Defendants Brown and Beckley's Addendum to Statement of Affairs (i) contained a fraudulent description of the transactions and events which had occurred in connection with the Reorganization and (ii) contained and was based on documents which were backdated, otherwise fraudulent, and not given actual effect among the nominal parties thereto, all of which misconduct was intended to, and did, conceal the actual fraudulent nature of the Reorganization and

the related Racketeering Activity. This False Information was part of the Obstruction of Justice in which Defendants Brown and Beckley (and certain unknown Does) and certain of the Participants further destroyed documents and otherwise concealed assets and information from, and provided false responsive testimony to, Joanne and the Trustee throughout the Bankruptcy Case and the Adversary Proceeding (as well as the Divorce Proceedings).

222. Defendants Brown and Beckley (and certain unknown Does) and the various Participants in concert (i) formed a common plan and design to defraud the Bankruptcy Estate out of its legitimate rights and interests in Siragusa's Medical Practice Interest through the Fraudulent Course of Conduct, which included without limitation the False Trustee Representations, and (ii) actively participated in, aided, abetted, ratified and adopted for their own improper purposes the actions of the others in furtherance of this conspiracy, all:

A. With a malicious intent to harm the Bankruptcy Estate.

B. By unlawful means to accomplish the goal of the conspiracy.

C. Utilizing the force of the number of members of the conspiracy as well as their vastly superior financial resources.

223. As a direct and proximate result of such misconduct the Bankruptcy Estate has suffered damages in

an amount currently exceeding $6 million, which damages will continue to increase and accrue with the passage of time until trial of this matter and full payment thereof. These damages especially include without limitation the items described in detail with respect to the Bankruptcy Estate in the first claim for relief, which damages items are herein incorporated by reference into this claim for relief.

224. Defendants Brown and Beckley (and certain unknown Does) have acted so maliciously, fraudulently and oppressively towards the Bankruptcy Estate as to justify the imposition of punitive damages in an amount sufficient to punish and deter such misconduct.

NINTH CIRCUIT FOR RELIEF

(Prejudicing/Defrauding Joanne as a Lien Creditor and Conspiracy)

225. Joanne realleges each of the foregoing paragraphs.

226. At all Relevant Times, Joanne had the above described rights in Siragusa's Medical Practice Interest, which included without limitation her Lien which was a valid and perfected senior security interest against Siragusa's Medical Practice Interest (the "Collateral") to secure the Marital Payments and all of Siragusa's other obligations to Joanne under the Decree of Divorce.

227. Defendants Brown and Beckley (and certain unknown Does) and the various Participants each (i) had full knowledge of the existence of Joanne's Lien and the rights and entitlements of Joanne created thereunder and

(ii) knowingly, intentionally, willfully and unlawfully helped plan, develop and implement the impairment, disruption and destruction of Joanne's Lien and the underlying Medical Practice Interest Collateral (the "Lien/Collateral Destruction") through the Fraudulent "Lien/Collateral Destruction") through the Fraudulent Course of Conduct, including especially but without limitation the Reorganization.

228. Such misconduct impaired and disrupted and purportedly destroyed (i) the underlying Medical Practice Interest Collateral and (ii) the validity of the Lien and Joanne's ability to enforce her legitimate rights and interests thereunder.

229. Defendants Brown and Beckley (and certain unknown Does) and the various Participants in concert (i) formed a common plan and design to defraud Joanne out of her legitimate rights and interests in Siragusa's Medical Practice Interest, including without limitation her Lien and the underlying Siragusa Medical Practice Interest Collateral, through the Fraudulent Course of Conduct which included the Lien/Collateral Destruction, and (ii) actively participated in, aided, abetted, ratified and adopted for their own improper purposes the actions of the others in furtherance of this conspiracy, all:

A. With a malicious intent to harm Joanne.

B. By unlawful means to accomplish the goal of the conspiracy.

C. Utilizing the force of the number of members of the conspiracy as well as their vastly superior financial resources.

230. As a direct and proximate result of such misconduct, Joanne has suffered damages in an amount currently exceeding $6 million, which damages will continue to increase and accrue with the passage of time until trial of this matter and full payment thereof. These damages especially include without limitation the items described in detail with respect to Joanne in the first claim for relief, which damages items are herein incorporated by reference into this claim for relief.

231. Defendants Brown and Beckley (and certain unknown Does) have acted so maliciously, fraudulently and oppressively towards Joanne as to justify the imposition of punitive damages in an amount sufficient to punish and deter such misconduct.

TENTH CLAIM FOR RELIEF

(Intentional Interference With Joanne's Contractual Relations And Conspiracy)

232. Joanne realleges each of the foregoing paragraphs.

233. At all Relevant Times, Joanne had the above described rights, including without limitation the right to receive the Marital Payments, under the Decree of Divorce and the related Property Settlement Agreement, Security Agreement and other instruments, (collectively the "Joanne's Contract Rights") which were valid and binding judicially imposed contracts between Joanne and Siragusa.

234. Defendants Brown and Beckley (and certain unknown Does) and the various Participants each (i) had

full knowledge of the existence of Joanne's Contract Rights and (ii) knowingly, intentionally, willfully and unlawfully helped plan, develop and implement the impairment, disruption and destruction of Joanne's Contract Rights (the "Joanne's Contract Rights Destruction") through the Fraudulent Course of Conduct, including especially but without limitation the Reorganization.

235. Such misconduct impaired and disrupted and purportedly destroyed Joanne's Contract Rights.

236. Defendants Brown and Beckley (and certain unknown Does) and the various Participants in concert (i) formed a common plan and design to defraud Joanne out of her legitimate rights and interests in Siragusa's Medical Practice Interest, including without limitation Joanne's Contract Rights, through the Fraudulent Course of Conduct which included Joanne's Contract Rights Destruction, and (ii) actively participated in, aided, abetted, ratified and adopted for their own improper purposes the actions of the others in furtherance of this conspiracy, all:

A. With a malicious intent to harm Joanne.

B. By unlawful means to accomplish the goal of the conspiracy.

C. Utilizing the force of the number of members of the conspiracy as well as their vastly superior financial resources.

237. As a direct and proximate result of such misconduct, Joanne has suffered damages in an amount currently exceeding $6 million, which damages will continue to increase and accrue with the passage of time until trial

of this matter and full payment thereof. These damages especially include without limitation the items described in detail with respect to Joanne in the first claim for relief, which damages items are herein incorporated by reference into this claim for relief.

238. Defendants Brown and Beckley (and certain unknown Does) have acted so maliciously, fraudulently and oppressively towards Joanne as to justify the imposition of punitive damages in an amount sufficient to punish and deter such misconduct.

ELEVENTH CLAIM FOR RELIEF

(Interference With Joanne's Prospective Economic Advantage and Conspiracy)

239. Joanne realleges each of the foregoing paragraphs.

240. At all Relevant Times, Joanne had the above described rights, including without limitation the right to receive the Marital Payments, under the Decree of Divorce and the related Property Settlement Agreement, Security Agreement and other instruments, (collectively the "Joanne's Contract Rights") which were valid and binding judicially imposed contracts between Joanne and Siragusa.

241. Joanne's Contract Rights included without limitation the right to (i) execute and foreclose on Siragusa's Medical Practice Interest Collateral pursuant to the Lien (the "Foreclosure Sale") and (ii) conduct and bid at the

Foreclosure Sale and thereby become the owner of Siragusa's Medical Practice Interest Collateral (the "Prospective Economic Advantage").

242. Defendants Brown and Beckley (and certain unknown Does) and the various Participants each (i) had full knowledge of the existence of Joanne's Contract Rights and Prospective Economic Advantage, including without limitation her right to conduct and bid at the Foreclosure Sale and thereby become the owner of Siragusa's Medical Practice Interests Collateral, and (ii) knowingly, intentionally, willfully and unlawfully helped plan, develop and implement the impairment, disruption and destruction of Joanne's Contract Rights and Prospective Economic Advantage (the "Contract Rights/Advantage Destruction") through the Fraudulent Course of Conduct, including especially but without limitation the Reorganization.

243. Such misconduct impaired and disrupted and purportedly destroyed Joanne's Contract Rights and did actually impair, disrupt and destroy Joanne's Prospective Economic Advantage, including without limitation her ability to conduct and bid at the Foreclosure Sale and thereby become the owner of Siragusa's Medical Practice Interest Collateral.

244. But for the Contract Rights/Advantage Destruction, Joanne (i) would have conducted and been successful in bidding at the Foreclosure Sale and (ii) thereby become the owner of Siragusa's Medical Practice Interest Collateral.

245. The Contract Rights/Advantage Destruction was intended to prevent, and did prevent, Joanne from

obtaining her Prospective Economic Advantage with respect to Siragusa's Medical Practice Interest Collateral.

246. The Contract Rights/Advantage Destruction was not privileged or justified in any manner.

247. Defendants Brown and Beckley (and certain unknown Does) and the various Participants in concert (i) formed a common plan and design to defraud Joanne out of her legitimate rights and interests in Siragusa's Medical Practice Interest, including without limitation Joanne's Contract Rights and Prospective Economic Advantage, through the Fraudulent Course of Conduct which included the Contract Rights/Advantage Destruction to prevent Joanne from obtaining the Prospective Economic Advantage, and (ii) actively participated in, aided, abetted, ratified and adopted for their own improper purposes the actions of the others in furtherance of this conspiracy, all:

A. With a malicious intent to harm Joanne.

B. By unlawful means to accomplish the goal of the conspiracy.

C. Utilizing the force of the number of members of the conspiracy as well as their vastly superior financial resources.

248. As a direct and proximate result of such misconduct, Joanne has suffered damages in an amount currently exceeding $6 million, which damages will continue to increase and accrue with the passage of time until trial of this matter and full payment thereof. These damages especially include without limitation the items described in detail with respect to Joanne in the first claim for relief,

which damages items are herein incorporated by reference into this claim for relief.

249. Defendants Brown and Beckley (and certain unknown Does) have acted so maliciously, fraudulently and oppressively towards Joanne as to justify the imposition of punitive damages in an amount sufficient to punish and deter such misconduct.

TWELFTH CLAIM FOR RELIEF

(Intentional Interference With the Bankruptcy Estate's Contractual Relations And Conspiracy)

250. The Trustee realleges each of the foregoing paragraphs.

251. At all Relevant Times, Siragusa had the above described ownership and other rights in his Medical Practice Interest and Siragusa Ltd which constituted valid and binding contracts between Siragusa and the various entities comprising the Medical Practice Enterprise (collectively the "Siragusa Contract Rights").

252. Upon the filing of Siragusa's Bankruptcy Petition, all of Siragusa's assets, including especially but without limitation Siragusa's Contract Rights, became the property of Siragusa's Bankruptcy Estate under the Bankruptcy Code (collectively the "Bankruptcy Estate's Contract Rights").

253. Defendants Brown and Beckley (and certain unknown Does) and the various Participants each (i) had full knowledge of the existence of the Bankruptcy Estate's

Contract Rights and (ii) knowingly, intentionally, willfully and unlawfully helped plan, develop and implement the impairment, disruption and destruction of the Bankruptcy Estate's Contract Rights (the "Bankruptcy Estate's Contract Rights Destruction") through the Fraudulent Course of Conduct, including especially but without limitation the Reorganization.

254. Such misconduct impaired and disrupted and purportedly destroyed Bankruptcy Estate's Contract Rights.

255. Defendants Brown and Beckley (and certain unknown Does) and the various Participants in concert (i) formed a common plan and design to defraud Bankruptcy Estate out of its legitimate rights and interests in Siragusa's Medical Practice Interest, including without limitation the Bankruptcy Estate's Contract Rights, through the Fraudulent Course of Conduct which included the Bankruptcy Estate's Contract Rights Destruction, and (ii) actively participated in, aided, abetted, ratified and adopted for their own improper purposes the actions of the others in furtherance of this conspiracy, all:

A. With a malicious intent to harm the Bankruptcy Estate.

B. By unlawful means to accomplish the goal of the conspiracy.

C. Utilizing the force of the number of members of the conspiracy as well as their vastly superior financial resources.

256. As a direct and proximate result of such misconduct the Bankruptcy Estate has suffered damages in an amount currently exceeding $6 million, which damages will continue to increase and accrue with the passage of time until trial of this matter and full payment thereof. These damages especially include without limitation the items described in detail with respect to the Bankruptcy Estate in the first claim for relief, which damages items are herein incorporated by reference into this claim for relief.

257. Defendants Brown and Beckley (and certain unknown Does) have acted so maliciously, fraudulently and oppressively towards the Bankruptcy Estate as to justify the imposition of punitive damages in an amount sufficient to punish and deter such misconduct.

THIRTEENTH CLAIM FOR RELIEF

(Conversion and Conspiracy Against Joanne)

258. Joanne realleges each of the foregoing paragraphs.

259. At all Relevant Times, Joanne had the above described rights in Siragusa's Medical Practice Interest, which included without limitation under the provisions of the Lien and Security Agreement the right to immediate possession of, and an ownership interest in, Siragusa's Medical Practice Interest Collateral (collectively the "Joanne's Right to Possession") upon any default by Siragusa of his obligations thereunder, including especially but without limitation in making the required Marital Payments.

260. When Siragusa failed to make the required Marital Payments, he became in default under the provisions of the Lien and Security Agreement (the "Default") and Joanne immediately became entitled to Joanne's Right to Possession of Siragusa's Medical Practice Interest Collateral.

261. After Siragusa's Default, Defendants Brown and Beckley (and certain unknown Does) and the various Participants knowingly, intentionally, willfully, and unlawfully exerted dominion and control over Siragusa's Medical Practice Interest Collateral and converted the same to their own use and possession (the "Joanne Conversion Actions") through the Fraudulent Course of Conduct, including especially but without limitation the Reorganization.

262. The Joanne Conversion Actions constituted a serious interference with Joanne's Right to Possession of Siragusa's Medical Practice Interest Collateral in denial of, inconsistent with, and in defiance of, Joanne's Right to Possession thereof.

263. Defendants Brown and Beckley (and certain unknown Does) and the various Participants in concert (i) formed a common plan and design to defraud Joanne out of her legitimate rights and interests in Siragusa's Medical Practice Interest, including without limitation Joanne's Contract Rights and Prospective Economic Advantage, through the Fraudulent Course of Conduct which included the Joanne's Conversion Actions, and (ii) actively participated in, aided, abetted, ratified and adopted for their own improper purposes the actions of the others in furtherance of this conspiracy, all:

A. With a malicious intent to harm Joanne.

B. By unlawful means to accomplish the goal of the conspiracy.

C. Utilizing the force of the number of members of the conspiracy as well as their vastly superior financial resources.

264. As a direct and proximate result of such misconduct, Joanne has suffered damages in an amount currently exceeding $6 million, which damages will continue to increase and accrue with the passage of time until trial of this matter and full payment thereof. These damages especially include without limitation the items described in detail with respect to Joanne in the first claim for relief, which damages items are herein incorporated by reference into this claim for relief.

265. Defendants Brown and Beckley (and certain unknown Does) have acted so maliciously, fraudulently and oppressively towards Joanne as to justify the imposition of punitive damages in an amount sufficient to punish and deter such misconduct.

FOURTEENTH CLAIM FOR RELIEF

(Conversion and Conspiracy Against The Bankruptcy Estate)

266. The Trustee realleges each of the foregoing paragraphs.

267. At all Relevant Times, Siragusa had the above described ownership and other rights in his Medical Practice Interest and Siragusa Ltd which constituted valid and binding contracts between Siragusa and the various

entities comprising the Medical Practice Enterprise (collectively the "Siragusa Contract Rights").

268. Upon the filing of Siragusa's Bankruptcy Petition, all of Siragusa's assets, including especially but without limitation Siragusa's Contract Rights, became the property of Siragusa's Bankruptcy Estate under the Bankruptcy Code, which included without limitation the right to immediate possession of, and an ownership interest in, Siragusa's Medical Practice Interest Collateral (collectively the "Bankruptcy Estate's Right to Possession").

269. After the filing of Siragusa's Bankruptcy Petition, Defendants Brown and Beckley (and certain unknown Does) and the various Participants knowingly, intentionally, willfully, and unlawfully exerted dominion and control over Siragusa's Medical Practice Interest Collateral and converted the same to their own use and possession (the "Bankruptcy Estate Conversion Actions") through the Fraudulent Course of Conduct, including especially but without limitation the Reorganization.

270. The Bankruptcy Estate Conversion Actions constituted a serious interference with the Bankruptcy Estate's Right to Possession of Siragusa's Medical Practice Interest Collateral in denial of, inconsistent with, and in defiance of, the Bankruptcy Estate's Right to Possession thereof.

271. Defendants Brown and Beckley (and certain unknown Does) and the various Participants in concert (i) formed a common plan and design to defraud Bankruptcy Estate out of its legitimate rights and interests in Siragusa's Medical Practice, including without limitation the Bankruptcy Estate's Right to Possession, through the

Fraudulent Course of Conduct which included the Bankruptcy Estate Conversion Actions, and (ii) actively participated in, aided, abetted, ratified and adopted for their own improper purposes the actions of the others in furtherance of this conspiracy, all:

A. With a malicious intent to harm the Bankruptcy Estate.

B. By unlawful means to accomplish the goal of the conspiracy.

C. Utilizing the force of the number of members of the conspiracy as well as their vastly superior financial resources.

272. As a direct and proximate result of such misconduct the Bankruptcy Estate has suffered damages in an amount currently exceeding $6 million, which damages will continue to increase and accrue with the passage of time until trial of this matter and full payment thereof. These damages especially include without limitation the items described in detail with respect to the Bankruptcy Estate in the first claim for relief, which damages items are herein incorporated by reference into this claim for relief.

273. Defendants Brown and Beckley (and certain unknown Does) have acted so maliciously, fraudulently and oppressively towards the Bankruptcy Estate as to justify the imposition of punitive damages in an amount sufficient to punish and deter such misconduct.

FIFTEENTH CLAIM FOR RELIEF

(Conspiracy Against Joanne)

274. Joanne realleges each of the foregoing paragraphs.

275. At all Relevant Times, Joanne had the above described rights in Siragusa's Medical Practice Interest, which included without limitation her Lien.

276. Defendants Brown and Beckley (and certain unknown Does) and the various Participants in concert (i) formed a common plan and design to defraud Joanne out of her legitimate rights and interests in Siragusa's Medical Practice Interest through the Fraudulent Course of Conduct, including without limitation the Reorganization, and (ii) actively participated in, aided, abetted, ratified and adopted for their own improper purposes the actions of the others in furtherance of this conspiracy.

277. Defendants Brown and Beckley (and certain unknown Does) and the various Participants engaged in this conspiracy with a malicious intent to harm Joanne.

278. Defendants Brown and Beckley (and certain unknown Does) and the various Participants utilized unlawful means to accomplish the goal of this conspiracy, including without limitation the Reorganization.

279. Defendants Brown and Beckley (and certain unknown Does) and the various Participants utilized the force of the number of members of this conspiracy as well as their vastly superior financial resources to commit this conspiracy.

280. As a direct and proximate result of such misconduct, Joanne has suffered damages in an amount currently exceeding $6 million, which damages will continue to increase and accrue with the passage of time until trial of this matter and full payment thereof. These damages especially include without limitation the items described in detail with respect to Joanne in the first claim for relief, which damages items are herein incorporated by reference into this claim for relief.

281. Defendants Brown and Beckley (and certain unknown Does) have acted so maliciously, fraudulently and oppressively towards Joanne as to justify the imposition of punitive damages in an amount sufficient to punish and deter such misconduct.

SIXTEENTH CLAIM FOR RELIEF

(Conspiracy Against the Bankruptcy Estate)

282. The Trustee realleges each of the foregoing paragraphs.

283. At all Relevant Times, the Bankruptcy Estate had the above described rights in Siragusa's Medical Practice Interest.

284. Defendants Brown and Beckley (and certain unknown Does) and the various Participants in concert (i) formed a common plan and design to defraud the Bankruptcy Estate out of its legitimate rights and interests in Siragusa's Medical Practice Interest through the Fraudulent Course of Conduct, including without limitation the Reorganization, and (ii) actively participated in, aided, abetted, ratified and adopted for their own improper

purposes the actions of the others in furtherance of this conspiracy.

285. Defendants Brown and Beckley (and certain unknown Does) and the various Participants engaged in this conspiracy with a malicious intent to harm the Bankruptcy Estate.

286. Defendants Brown and Beckley (and certain unknown Does) and the various Participants utilized unlawful means to accomplish the goal of this conspiracy, including without limitation the Reorganization.

287. As a direct and proximate result of such misconduct the Bankruptcy Estate has suffered damages in an amount currently exceeding $6 million, which damages will continue to increase and accrue with the passage of time until trial of this matter and full payment thereof. These damages especially include without limitation the items described in detail with respect to the Bankruptcy Estate in the first claim for relief, which damages items are herein incorporated by reference into this claim for relief.

288. Defendants Brown and Beckley (and certain unknown Does) have acted so maliciously, fraudulently and oppressively towards the Bankruptcy Estate as to justify the imposition of punitive damages in an amount sufficient to punish and deter such misconduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that this court:

1. Award to Joanne damages against Defendants Brown and Beckley, and each of them along with any Doe

Defendants who may subsequently be named, as set forth above and according to the proof at trial, including without limitation trebling of said damages, punitive damages, and reasonable fees and costs for investigating and prosecuting this action.

2. Award to the Trustee on behalf of the Bankruptcy Estate damages against Defendants Brown and Beckley, and each of them along with any Doe Defendants who may subsequently be named, as set forth above and according to the proof at trial, including without limitation trebling of said damages and punitive damages and reasonable fees and costs for investigating and prosecuting this action.

3. Grant Plaintiffs such other and further relief as appropriate.

JURY DEMAND

PLAINTIFFS HEREBY DEMAND A TRIAL BY JURY ON ALL ISSUES SO TRIABLE.

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GRIMMETT, ET AL V. BROWN, ET AL

Exhibit "1"

NON-EXCLUSIVE LISTING OF SPECIFIC ACTS CONSTITUTING (I) BANKRUPTCY FRAUD IN VIOLATION OF 18 USC 152, (II) GRAND LARCENY IN VIOLATION OF N.R.S. 207.360(16) AND 205.220, (III) EMBEZZLEMENT IN VIOLATION OF N.R.S. 207.360(25) AND 205.300, AND (IV) OBTAINING MONEY OR PROPERTY BY FALSE PRETENSES IN VIOLATION OF N.R.S. 207.360(26) AND 205.380

The Bankruptcy Petition prepared by Siragusa's bankruptcy counsel with the assistance of Defendants Brown and Beckley and filed on November 10, 1987 with the Bankruptcy Court was false and fraudulent in that (i) Siragusa was admittedly solvent and (ii) it was based on the false and fraudulent supporting filings described herein.

The Schedules and Statement of Affairs prepared by Siragusa's bankruptcy counsel with the direct assistance of Defendants Brown and Beckley and filed on November 10, 1987 with the Bankruptcy Court contained the following false and fraudulent representations to understate and conceal Siragusa's assets from the Trustee:

1. It failed to list Siragusa's Medical Practice Interests on Schedule B, but instead falsely stated in Schedule B-3 that Siragusa had made no assignment for the benefit of his creditors within the preceding year.

2. It failed to list in any manner the substantial profits and other distributions from Siragusa's Medical Practice Interests which Siragusa had received before and after the filing of his Bankruptcy Petition contrary to the disclosed terms of the purported Reorganization.

3. It failed to list on Schedule B (i) the funds which Siragusa had on hand and (ii) the other business interests which Siragusa had as of the filing of the Bankruptcy Petition.

4. It listed on Schedule A-2 the debt to HIN for Siragusa's negative capital account which was fabricated in connection with the Siragusa Termination portion of the fraudulent Reorganization.

5. It falsely listed in Schedules A-2 and A-3 the debts to the following creditors which were to be paid outside of the Bankruptcy Estate by Siragusa, Bowers and Heeren pursuant to the fraudulent Reorganization:

Creditors Names	Claim Amount ($)
California Federal	329,128.83
California Federal	20,277.43

First Interstate Bank of Nevada	9,972.00
Heart Institute of Nevada	37,400.00
Ford Motor Credit Co.	18,584.90
Valley Bank of Nevada	158,216.00
Security Bank of Nevada	190,000.00
MDFC Loan Corp.	547,414.00
Leasing Association of Barrington	140.059.00
TOTAL	1,451,052.16

6. It falsely stated in Statement of Affairs Item 2 that Siragusa was employed by his post-bankruptcy professional corporation which was an independent contractor with CAN.

7. It falsely stated in Statement of Affairs Item 7 that no other person was holding anything of value in which Siragusa had an interest.

8. It falsely stated in Statement of Affairs Item 9 that (i) no liquidating agent was holding anything of value in which Siragusa had an interest and (ii) Siragusa had not made any assignment for the benefit of his creditors within the preceding year.

9. It falsely stated in Statement of Affairs Item 12 that (i) Siragusa had made no gifts within the preceding year, (ii) a security interest in Siragusa's tangible personal property had been given to HIN for the Siragusa Termination debt, and (iii) the Siragusa Termination was explained in the Addendum to Statement of Affairs prepared by Defendants Brown and Beckley.

10. It falsely stated at the end thereof that Siragusa had no executory contracts.

The Addendum to Statement of Affairs prepared by Defendants Brown and Beckley and (i) submitted to the Trustee as the representative of Vincent Siragusa's Bankruptcy Estate around December 14, 1987 and (ii) filed with the Bankruptcy Court around January 13, 1988 by which Defendants Brown and Beckley expressly undertook to "explain the history and nature of the Heart Institute of Nevada, and Dr. Siragusa's participation therein" contained the following false and fraudulent representations and documents, each of which constituted a fraud upon and concealment from the Bankruptcy Estate and its Trustee. References are to numbered paragraphs in, and attached document exhibit numbered tabs of, the December 14, 1987 letter from Defendants Brown and Beckley to the Trustee for the purpose of misleading and concealing from the Trustee Siragusa's Medical Practice Interest:

Paragraph	Why False and Fraudulent
Intro:	Asserts the enclosed documents "explain the history and nature of the Heart Institute of Nevada, and Dr. Siragusa's participation therein", when in fact those documents are false, incomplete and contrary to the affidavit and deposition testimony of Heeren, Bowers, Brown, Lamoreaux and others (collectively the "Testimony"), other documents provided at that time and in discovery (the "Other Documents"), and the manner in which Siragusa was financially and otherwise actually treated.
#1:	The purported historical documents after 1986 are backdated and not given effect by Bowers, Heeren or

Siragusa. Further, these documents are incomplete and inconsistent with the Testimony and Other Documents.

#2: HIP had actual and constructive knowledge of, and consented to, Joanne's Security Agreement at all times since before its execution.

#3: This materially overstates HICL's debt which was paid off shortly after the Addendum was filed.

#4: The Medical Practice agreements did not contain, and Bowers, Siragusa, and Heeren did not generally follow, the partnership transfer restrictions described.

#5: The attached Reorganization 'booklet' was prepared as part of the efforts to avoid Siragusa's obligations to Joanne.

#7: Brown, Bowers, and Heeren as well as Siragusa actually and constructively knew of Joanne's Security Agreement since it was executed in 1984.

#8 & 10: When Brown, Bowers, and Heeren as well as Siragusa first learned around June 1987 that Joanne would be enforcing her Security Agreement (of which they were previously well aware), they attempted to falsely convince Joanne and the Divorce Court that HIN and Siragusa were financially insolvent; it is only after those efforts were unsuccessful that they created and backdated the various Siragusa Termination notices which were submitted to the Trustee to mislead him into believing that the purported Siragusa Termination had occurred.

#9: Siragusa's resignation was never demanded, given or accepted and his purported Termination was never given effect.

#11: The Reorganization events described did not occur in the timing and sequence described, if at all, and involved documents which were created and backdated as part of the efforts to avoid Siragusa's obligations to Joanne.

#12: The reasons given for the HIN Dissolution in which HIN's medical practice was transferred to CAN are false, incomplete and contrary to the Testimony and the Other Documents, and the manner in which Siragusa and Heeren were financially and otherwise actually treated. Similarly, the attached employment documents with respect to Siragusa are backdated, incomplete, inconsistent among themselves and with the Other Documents, and were never given effect. Further, the attached lease documents are backdated, incomplete, and inconsistent among themselves and with the Other Documents.

#13: The description of and reasons given for the HIN Dissolution and medical practice transfer are false, incomplete and contrary to the Testimony, the Other Documents, and the manner in which Siragusa and Heeren were actually treated financially and otherwise. The Dissolution/practice transfer document provided was backdated and is inconsistent with the Other Documents and was not given effect.

#14: Vincent Siragusa, MD, Ltd was incorporated to avoid Siragusa's obligations to Joanne. It did not terminate as of Siragusa's Bankruptcy Petition, but rather it still owned his HIN medical practice interest and became an asset of his Bankruptcy Estate.

#15: The HIN accounts receivable procedures described is inconsistent with Siragusa's purported Termination and were undertaken to implement the Reorganization side agreement to keep paying Siragusa his share of profits and distributions despite the paper Reorganization. Substantial amounts of such funds were being distributed to Siragusa at that post-bankruptcy time, but were not disclosed to the Trustee.

#16: The HIN, HIP and HICL financial statements were prepared well after Siragusa's purported Termination based on accelerated tax oriented concepts which bore no relationship to the true substantial economic worth of Siragusa's Medical Practice Interests.

#17: The HIP refinancing and appraisal were part of the efforts to avoid Siragusa's obligations to Joanne. The sale agreement was backdated and is inconsistent with Other Documents relating to Siragusa's such interest. The funds due under the sale agreement were not fully turned over to the Trustee, but rather were substantially prepaid immediately before the Bankruptcy Petition.

Closing: The purported violations of Siragusa's partnership agreements was contrived and staged. The Medical Practice was at no time suffering cash flow problems or in financial jeopardy, but rather was increasingly profitable and in no danger of collapse except to the extent of self imposed problems as part of the efforts to avoid Siragusa's obligations to Joanne.

In addition, Participants HIN, HICL and Bowers and Defendants Brown and Beckley prepared, signed and/or filed with the Bankruptcy Court three false and fraudulent proofs of claim on January 19, January 19,

and May 11, 1988 based on the "negative capital accounts" described in numbered paragraph 16 of the foregoing Addendum to Statement of Affairs pursuant to the nonexistent Siragusa Termination.

The following additional false and fraudulent documents were also prepared and/or utilized by Defendants Brown and Beckley and/or the various Participants to further the false and fraudulent Reorganization which the foregoing Addendum to Statement of Affairs purported to "explain". These documents were (i) provided to Joanne and the Trustee to discourage their efforts to enforce their respective rights as the Reorganization and Bankruptcy Case proceeded or (ii) produced in generally compelled discovery to Joanne and the Trustee in the Bankruptcy Case or the Adversary Proceeding, and included the following categories of items which were backdated and/or otherwise contained false and/or misleading information, including the reflection of events and agreements which did not actually occur or exist, all of which becomes apparent when the backdated and otherwise fraudulent documents are compared to legitimate or internal documents relating to the same matters:

1. Correspondence and memoranda by which Defendants Brown and Beckley and the various Participants (i) attempted to mislead Joanne and the Trustee or (ii) revealed their own improper such misconduct:

Item Description: Why Misleading
Brown's letter to Siragusa dated June 26, 1987: This letter falsely asserts that HIN, HICL and HIP were in poor financial condition, capital calls were necessary with

respect to those entities, and Siragusa was unable to meet his share of those calls. This letter was intended to be, and was, re-distributed to Joanne and the Trustee.

Letter from Siragusa's divorce counsel to Joanne's counsel dated June 29, 1987: This letter relayed the false HIN, HICL and HIP poor financial condition and Siragusa capital call information from Brown, Siragusa and the rest of the Participants and threatened Siragusa's bankruptcy.

Brown's letter to Joanne's counsel dated September 4, 1987: This letter provided false assurances regarding the then existing and contemplated future status of Siragusa in HIN, HICL and HIP while Joanne's divorce enforcement proceedings and settlement efforts were pending.

Item Description: Why Reveals Fraudulent Misconduct

Letter from Siragusa's divorce counsel to Siragusa dated September 15, 1987: This letter, which was written shortly after Siragusa lost the initial divorce enforcement proceeding and was produced in discovery years later, (i) admonishes Siragusa to "disclose the true partnership status soon", (ii) describes Brown's role in the Siragusa Terminations and Siragusa's bankruptcy, and (iii) cautions Siragusa that "there should be no false hope that delays will avoid the setting aside of your partnership transfers".

Letter from Bowers to Brown dated October 13, 1987: This letter, which was produced in discovery years later, describes various methods to "tie up the remaining assets of HIN for many years beyond when a judgment must be made concerning Vince's possible bankruptcy" and make

it "difficult or impossible for a bankruptcy referee to strip HIN of its assets in the face of a potential large liability", including transferring HIN's funds to CAN and filing an action by HIN against Siragusa.

Memorandum from Brown to Siragusa file, Bowers and bankruptcy counsel for Bowers and CAN dated February 25, 1988: This memo, which was produced in discovery years later, describes bankruptcy strategy, including "running circles" around Joanne's bankruptcy counsel.

Letter from Brown to Bowers dated February 29, 1988: This letter, which was produced in discovery years later, describes additional bankruptcy strategy matters, including (i) presenting hypothetical information designed to put the Trustee on her side and (ii) not to pay any more HIN receivables to the Trustee, but rather "establish a 'pot' against which to claim an offset for the amount of money that Vince [Siragusa] owes us".

Letter from Brown to Bowers accountant dated April 12, 1988: This letter, which was produced in discovery years later, which provided a revised "history" of Siragusa's relationships with HIN and CAN during 1987 and 1988 and requested a modified calculation of Siragusa's income allocations based thereon. This information is inconsistent with the information provided in Brown and Beckley's Addendum to Statement of Affairs and the actual agreements and payments of funds pursuant to the Reorganization.

Brown's various internal memoranda concerning the Siragusa Termination and HIN Dissolution, including those dated August 22, September 24, and November 11,

1987: These documents discuss prospectively events which had not yet taken place as of those dates and demonstrate actions, all inconsistent with the documents and information provided to Joanne and the Trustee.

2. The following additional documents relating to the Siragusa Termination and HIN Dissolution which were not included in the documents attached to the Addendum of Statement of Affairs but (i) by which Defendants Brown and Beckley and the various Participants otherwise attempted to mislead Joanne and the Trustee or (ii) which show the true contrary actual events:

Item Description:	Why False and Fraudulent

Siragusa HIN Termination Acknowledgment dated August 15, 1987: This document, by which Siragusa purported to "acknowledge" his non-existent HIN Termination on and as of August 15, 1987, was backdated to support the purported Termination.

Security Agreement by Siragusa to HIN dated September 10, 1987: This document, which purported to secure the negative capital account balance purportedly due under his non-existent HIN Termination, was backdated to support the purported Termination.

Agreement between HIN and CAN re miscellaneous items dated October 10, 1987: This document was backdated to support the purported HIN Dissolution and medical transfer to CAN for the purpose of diverting HIN's funds and other assets to CAN.

Amendment between HIN and CAN re miscellaneous items dated November 3, 1987: This document was backdated to support the purported HIN Dissolution and

medical transfer to CAN for the purpose of diverting HIN's funds and other assets to CAN.

Termination of Joint Venture Agreement dated June 14, 1988: This document was created to support the purported Siragusa HIN Termination and further the fraudulent Reorganization by implementing the HIN Liquidating Trust to hold HIN assets properly belonging to the Trustee.

Siragusa HICL Termination Acknowledgment dated August 27, 1987: This document, by which Siragusa purported to "acknowledge" his HICL Termination on and as of August 27, 1987, was backdated to support his purported Termination.

Various HIP Right of First Refusal documents dated throughout September 1987: These documents, by which Siragusa purported to give notice to his HIP partners of his intention to sell his HIP interest, were backdated and inconsistent with the HIP sale documents presented to the Trustee.

Brown's letter to Bowers dated October 12, 1987 and its various Siragusa HIP interest sale enclosures: These documents, reflect yet another transaction by Siragusa to dispose of his HIP interest which is inconsistent with the HIP sale documents presented to the Trustee.

3. The following additional HIN minutes and resolutions relating to the Siragusa Termination and the HIN Dissolution which were not included in the documents attached to the Addendum of Statement of Affairs but (i) by which Defendants Brown and Beckley and the

various Participants otherwise attempted to mislead Joanne and the Trustee or (ii) which show the true contrary actual events:

Item Description: Why False and Fraudulent
HIN minutes dated June 23, July 20, and August 10, 1987: These documents reflect that no Siragusa Termination matters actually took place during these months.
HIN minutes dated August 28, 1987: This document was backdated to support the purported Siragusa Termination.
Five sets of HIN minutes dated September 21, 1987: These minutes were backdated to support the purported Siragusa Termination and the purported HIN Dissolution and medical transfer to CAN for the purpose of diverting HIN's funds and other assets to CAN.
HIN resolution dated October 8, 1987: This document was backdated to support the purported Siragusa Termination and the purported HIN Dissolution and medical transfer to CAN for the purpose of diverting HIN's funds and other assets to CAN.
HIN minutes dated December 29, 1987: This document was backdated to support the purported Siragusa Termination and the purported HIN Dissolution and medical transfer to CAN for the purpose of diverting HIN's funds and other assets to CAN.
HIN resolution undated re Pretto Contract: This document was prepared to support the purported HIN Dissolution and medical transfer to CAN for the purpose of diverting HIN's funds and other assets to CAN.

4. The following additional CAN resolutions and minutes relating to the Siragusa Termination and the HIN Dissolution which were not included in the documents attached to the Addendum of Statement of Affairs but (i) by which Defendants Brown and Beckley and the various Participants otherwise attempted to mislead Joanne and the Trustee or (ii) which show the true contrary actual events:

Item Description: Why False and Fraudulent
Two sets of CAN resolutions dated September 21, 1987: These resolutions were backdated to support the purported Siragusa Termination and the purported HIN Dissolution and medical transfer to CAN for the purpose of diverting HIN's funds and other assets to CAN.
Four sets of CAN resolutions dated September 29 and October 3, 1987: These resolutions reflect the strong financial condition of HIN and CAN notwithstanding the purported HIN Dissolution and contrary documents provided to Joanne and the Trustee and were backdated to support the purported Siragusa Termination and the purported HIN Dissolution and medical transfer to CAN for the purpose of diverting HIN's funds and other assets to CAN.
CAN resolution dated October 8, 1987: This resolution were backdated to support the purported HIN Dissolution and medical transfer to CAN for the purpose of diverting HIN's funds and other assets to CAN.
Resolution dated October 10, 1987: This document was backdated to support the purported HIN Dissolution

and medical transfer to CAN for the purpose of diverting HIN's funds and other assets to CAN.

CAN resolution dated October 15, 1987: This resolution reflects the strong financial condition of HIN and CAN notwithstanding the purported HIN Dissolution and contrary documents provided to Joanne and the Trustee.

CAN resolution dated November 9, 1987: This resolution was backdated to transfer Siragusa's "employment" agreement with CAN (which was admittedly equal to his prior profit sharing arrangements) from Siragusa Ltd to Siragusa individually as of the filing of his Bankruptcy Petition and thereafter to Siragusa Chtd, inconsistent with what he had informed the Trustee was the case.

CAN minutes dated November 23 and 30, and December 2, 8, 9, 21, and 31, 1987: These minutes were backdated and altered to reflect Heeren's addition as a CAN director to support the purported HIN Dissolution and medical transfer to CAN.

5. **The following additional documents relating to Siragusa's purported employment arrangements** with HIN and CAN after his purported Termination and the purported HIN Dissolution which were not included in the documents attached to the Addendum of Statement of Affairs but (i) by which Defendants Brown and Beckley and the various Participants otherwise attempted to mislead Joanne and the Trustee, (ii) which are inconsistent with the employment documents and information in the Addendum to Statement of Affairs, and (iii) which are contrary to the true actual events:

Item Description: Why False and Fraudulent

An additional employment agreement between Siragusa Ltd and HIN dated August 28, 1987: This document was backdated and not given actual effect by the parties.

Additional employment agreements between Siragusa Ltd and CAN dated August 28 and September 22, 1987: These documents were backdated and not given actual effect by the parties.

An additional employment agreement between Siragusa Chtd and CAN dated September 22, 1987: This document was backdated and not given actual effect by the parties.

An agreement between Siragusa and CAN relating to his purported employment agreement dated March 1, 1988: This document is inconsistent with the documents and information given to the Trustee.

The various additional employment agreements between HIN and CAN and other physicians, such as various documents between HIN and CAN and John Pretto all dated October 1, 1987: These documents were backdated to support the purported HIN Dissolution and medical transfer to CAN for the purpose of diverting HIN's funds and other assets to CAN and are inconsistent.

See also the December 28, 1990 Affidavit Re Reorganization and related consistent testimony provided by Paul Heeren and Carol Heeren in their depositions on October 15 and 16, 1991 and March 30, 1992 which

candidly describe the false and fraudulent Reorganization from their insider participant perspective, including as follows with respect to the false and fraudulent materials contained in the Addendum to Statement of Affairs prepared and submitted by Defendants Brown and Beckley:

> 8. The Reorganization information which Mrs. Brown presented to the trustee in the Brown Trustee Memo was a sham and a farce inasmuch as neither Dr. Bowers nor I ever agreed to actually terminate our interests in the Partnerships. To the contrary, the terminations and other changes in the relationships of the partners resulting from the Reorganization were designed and intended to be mere "paper transactions" for the express purpose of protecting the Partnerships from harm by Joanne Siragusa's divorce claims against Dr. Siragusa. It was expressly discussed, understood and agreed among Dr. Bowers, Dr. Siragusa, Mrs. Brown and me that notwithstanding the Reorganization documents (some of which were backdated) (i) all of the preexisting ownership interests of Dr. Bowers and me in the Partnerships would be fully and completely restored once Ms. Siragusa's divorce claims had been resolved, (ii) all of the preexisting ownership interests of Dr. Siragusa would also be fully and completely restored as soon as "legally possible", and (iii) the pre-existing division of Partnership profits during the interim would be maintained by various employment contracts (collectively the "Side Agreements").

In addition to the creation and use of these various false and fraudulent documents, Defendants Brown and Beckley and the various Participants destroyed or otherwise concealed from Joanne and the Trustee various documents which actually existed and whose contents would have further revealed the false and fraudulent nature of the Reorganization and the rest of the Conspiracy. Such destruction and other withholding (i) constitutes additional specific instances of fraud upon Joanne and the Bankruptcy Estate and (ii) is more particularly described in Exhibit "4" as part of the Obstruction of Justice described therein.

As a result of this fraud upon and concealment from the Bankruptcy Estate and its Trustee, substantial amounts of assets were diverted by Defendants Brown and Beckley and the Various participants from the Bankruptcy Estate and its Trustee. In addition to the diverted Siragusa Medical Practice Interests themselves, the assets so diverted by Defendants Brown and Beckley and the various Participants included Siragusa's share of the profits and other distributions from the Medical Practice Enterprise, which included without limitation Siragusa's interest in at least the following items to which Bowers, CAN, Siragusa, Siragusa Chtd and the HIN Liquidating Trust were not entitled:

1. Payments to John A. Bowers and/or CAN:

PERIOD	DESCRIPTION	AMOUNT($)
1987	CAN Compensation	455,000
1987	HIN Distributions	416,698
1987	HICL Distributions	22,126
1987	HIP Distributions	20,663
1987	CAN Credits Against HIN	575,094

1988	CAN Compensation	414,300
1988	HIN Distributions	56,583
1988	HICL Distributions	16,483
1988	HIP Distributions	22,729
1989	CAN Compensation	544,036
1989	HICL Distributions	191,087
1989	HIP Distributions	61,989
1990	CAN Compensation	421,058
1990	HICL Distributions	430,324
1990	HIP Distributions	29,127
1990	CAN Stock Sales	581,250
1991	CAN Compensation	Unknown
1991	CAN Stock Sales	228,750
1992	CAN Compensation	Unknown
1993	CAN Compensation	Unknown

2. Payments to Siragusa and/or Siragusa Ltd:

PERIOD	DESCRIPTION	AMOUNT($)
1987	Siragusa Ltd Compensation	201,100
1987	HIN Distributions	370,633
1987	HICL Distributions	34,326
1987	HIP Distributions	20,663
1987	HIP Sale Payments	30,000
1988	Siragusa Chtd Compensation	295,000
1988	Siragusa MD Income	71,355
1989	Siragusa Chtd Compensation	498,800
1990	Siragusa Chtd Compensation	554,232
1991	CAN Compensation	331,768
1991	Siragusa Chtd Compensation	Unknown
1992	CAN Compensation	469,433
1992	Business Income	Unknown
1993	Business Income	Unknown

3. Payments to HIN Liquidating Trust:

PERIOD	DESCRIPTION	AMOUNT($)
1988	HIN Medical Fee Collections	42,092.76
1989	HIN Medical Fee Collections	16,303.65
1990	HIN Medical Fee Collections	2,259.35
1990	HIN Legal Fee Reimbursements	35,306.61
1991	HIN Medical/Legal Fees	Unknown
1992	HIN Medical/Legal Fees	Unknown
1993	HIN Medical/Legal Fees	Unknown

In addition, this fraud upon and concealment from the Bankruptcy Estate and its Trustee by Defendants Brown and Beckley and the various Participants utilized the mail, thereby also constituting mail fraud (upon Joanne as well as the Bankruptcy Estate and its Trustee) as described in Exhibit "2".

In addition, this fraud upon and concealment from the Bankruptcy Estate and its Trustee by Defendants Brown and Beckley and the various Participants utilized wire communications in interstate or foreign commerce, thereby also constituting wire fraud (upon Joanne as well as the Bankruptcy Estate and its Trustee) as described in Exhibit "3".

Further, the false and backdated documents utilized as part of this fraud upon and concealment from the Bankruptcy Estate and its Trustee (and Joanne) by Defendants Brown and Beckley and the various Participants **are part of the Obstruction of Justice as described in Exhibit "4".**

Still further, this fraud upon and concealment from the Bankruptcy Estate and its Trustee (and Joanne) by

Defendants Brown and Beckley and the various Participants, and the obstruction of justice by Defendants Brown and Beckley and the various Participants, **were utilized in connection with and to further the securities fraud relating to the Fraud Upon the Junior CAN Owners and the Fraud Upon Heeren described in Exhibit "5".**

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Exhibit "2"

NON-EXCLUSIVE LISTING OF SPECIFIC ACTS CONSTITUTING MAIL FRAUD IN VIOLATION OF 18 USC 1341

The fraud upon and concealment from the Bankruptcy Estate and its Trustee (and Joanne) by Defendants Brown and Beckley and the various Participants described in Exhibit "1", the Obstruction of Justice described in Exhibit "4", and the securities fraud described in Exhibit "5" utilized the mail for the purpose of executing their various fraudulent Schemes at least as follows:

1. Siragusa's false and fraudulent Bankruptcy Petition resulted in the creation of a "mailing matrix" of various persons, including Joanne, the Trustee, and the Other Creditors. Throughout the Bankruptcy Case from its filing in November 1987 to this time, Siragusa and others, including the Bankruptcy Court Clerk on Siragusa's behalf, have made numerous mailings of materials as reflected by the Bankruptcy Court files relating to

the Bankruptcy Case intended by Defendants Brown and Beckley and the various Participants to further the false and fraudulent Bankruptcy Petition.

2. The Addendum to Statement of Affairs prepared by Defendants Brown and Beckley was mailed to counsel for Joanne and the Trustee around December 1987.

3. Various discovery responses containing false and fraudulent information based on (i) the Addendum to Statement of Affairs prepared by Defendants Brown and Beckley and (ii) the additional false and fraudulent documents described in Exhibit "1" were mailed to counsel for Joanne and the Trustee since the Bankruptcy Case and the Adversary Proceeding were commenced, including without limitation the following:

Date: Description

January 15, 1992: Defendants, Patricia L. Brown and Patricia L. Brown Ltd., answers to Joanne's first set of interrogatories

January 22, 1992: Defendants, Patricia L. Brown and Patricia L. Brown Ltd., supplemental answer to Joanne's, first set of interrogatories

January 22, 1992: Defendants, Patricia L. Brown and Patricia L. Brown Ltd., supplemental response to Joanne's first request for production of documents

January 31, 1992: Vincent Siragusa's response to Joanne's second set of requests for production of documents

February 18, 1992: Responses of Beckley, Singleton, Delanoy, Jemison & List, Chtd., to Joanne's first request for production of documents (No. 1)

February 19, 1992: Responses of Beckley, Singleton, Delanoy, Jemison & List, Chtd., to Joanne's first interrogatories (Nos. 1-18, inclusive)

March 4, 1992: Response of Beckley, Singleton, Delanoy, Jemison & List, Chtd., to Joanne's second set of interrogatories (Nos. 1-6, inclusive)

March 4, 1992: Responses of Beckley, Singleton, Delanoy, Jemison & List, Chtd., to Joanne's second set of requests for production of documents.

March 19, 1992: Supplement to Patricia L. Brown's and Patricia L. Brown, Ltd.'s answers to Joanne's first set of interrogatories pursuant to a court order dated February 19, 1992

May 12, 1992: Responses of Beckley, Singleton, Delanoy, Jemison & List, Chtd., to Joanne's expert interrogatories (Nos. 1-4, inclusive)

August 31, 1992: Supplemental response of Beckley, Singleton, Delanoy, Jemison & List, Chtd. to Joanne's first set of interrogatories (Nos. 1-18, inclusive) and request to produce

4. Many of the additional false and fraudulent documents described in Exhibit "1", including especially but without limitation the correspondence contained therein, were mailed as indicated thereon and additionally (i) to counsel for Joanne and the Trustee and (ii) among Defendants Brown and Beckley and the various Participants.

5. In addition to the false and fraudulent correspondence listed in Exhibit "1", Defendants Brown and Beckley and the various Participants mailed various others letters among themselves and to counsel for Joanne and

the Trustee to conceal and otherwise further their fraudulent schemes, including without limitation the following:

Date: Description

June 29, 1987: Brown letter to Siragusa re incorporation of Siragusa Ltd.

August 28, 1987: Brown letter to Joanne's counsel re Siragusa settlement.

September 2, 1987: Bowers letter to Brown re Siragusa Termination.

September 3, 1987: Bowers letter to Brown re Siragusa Termination and Valley Bank refinancing.

September 22, 1987: Bowers letter to Security Bank re Siragusa Termination.

September 24, 1987: Bowers letter to Valley Bank re Siragusa Termination and refinancing.

March 3, 1988: Brown letter to Siragusa re incorporation of Siragusa Chtd.

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Exhibit "3"

NON-EXCLUSIVE LISTING OF SPECIFIC ACTS CONSTITUTING WIRE FRAUD IN VIOLATION OF 18 USC 1343

The fraud upon and concealment from the Bankruptcy Estate and its Trustee (and Joanne) by Defendants Brown and Beckley and the various Participants

described in Exhibit "1", the Obstruction of Justice described in Exhibit "4", and the securities fraud described in Exhibit "5" utilized wire communications in interstate or foreign commerce for the purpose of executing their various fraudulent Schemes at least as follows:

1. Various telephone discussions between Brown in Las Vegas, Nevada and the various Participants in other states and foreign countries during 1987 to plan and implement the purported Siragusa Termination and the HIN Dissolution, including without limitation phone discussions by Brown in Las Vegas (i) in September 1987 with Bowers while he was in Hong Kong and (ii) at various time in 1987 and 1988 with Bowers while he was in the HIN/CAN medical practice office in Bullhead City, Arizona.

2. Various telephone discussions between Brown and CAN staff members in Las Vegas, Nevada with third party insurance carriers and medical certification groups in other states from September to December 1987 to implement the purported Siragusa Termination and HIN Dissolution.

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Exhibit "4"

NON-EXCLUSIVE LISTING OF SPECIFIC ACTS CONSTITUTING (I) OBSTRUCTION OF JUSTICE IN VIOLATION OF 18 USC 1341, (II) PERJURY OR SUBORNATION OF PERJURY IN VIOLATION OF N.R.S. 207.360(27) AND 199.200, AND (III) OFFERING FALSE EVIDENCE IN VIOLATION OF N.R.S. 207.360(28) AND 199.210

In addition to the false and fraudulent Bankruptcy Petition, Defendants Brown and Beckley's Addendum to Statement of Affairs, HIN and HICL's false Proofs of Claims, and the other False Information filed or otherwise provided in the Bankruptcy Case and the Adversary Proceeding as described in Exhibit "1", Defendants Brown and Beckley and the various Participants committed numerous acts of perjury, subornation of perjury, fabrication of false documents, and destruction of documents, especially when the Bankruptcy Petition and the Addendum to Statement of Affairs and the other False Information were challenged by Joanne and the Trustee, at least as follows:

1. Defendants Brown and Beckley and the various Participants destroyed and otherwise concealed documents, even after court orders (i) generally instructing the parties to proceed with depositions and document production and (ii) specifically compelling testimony and production by the Defendants and Participants on June 24 and September 15 and 19, 1988, June 7, July 7 and November 13, 1990, June 14, 1991, and February 20, March 6, April 14, and May 22, 1992:

MISSING ITEM DESCRIPTION

The "alternative #1 of the outline to activate" which is specifically mentioned in Brown's memo dated September 24, 1987 memo.

Brown's June 25, 1987 letter regarding debtor which is specifically mentioned in Dr. Bowers September 2, 1987 letter to Brown.

The following letters and other documents concerning the following relevant subjects which are specifically mentioned in Brown's attached billings on the dates set forth:

April 18, 1987: Brown's notification requirements for assignment of the partnership interest in Heart Institute.

May 25, 1987: Brown's completion of partnership and summary.

May 30, 1987: Brown's letter to John Bowers regarding retirement plan assets.

August 22 through August 25, 1987: Brown's research on Vince Siragusa's "issues", including partnership terms and bankruptcy.

August 27, 1987: Brown's letter to client with attachments.

August 27, 1987: Brown's letter re partnership termination.

September 1, 1987: Brown's preparation of termination documents.

September 14, 1987: Brown's letters to client re Joanne's counsel.

September 14, 1987: Brown's letters to client re letters received from Joanne's counsel.

September 29 through October 9, 1987: Brown's "commencement" and completion of work on corporate and partnership change over, shifting and related issues and corporate transition documents.

November 9, 1987: Brown's recording of documents.

November 12, 1987: Brown's tying up of "loose ends" regarding the HIC leases.

November 20, 1987: Brown's amending of articles of incorporation.

December 12, 1987: Brown's "Time Line of Issues Re hear Inst & Vince Siragusa"

December 27, 1987: Brown's letter regarding malpractice insurance concerns and options.

February 5, 1988: Brown's letter to Ms. Armstrong regarding information requested on "Vince's" bankruptcy.

February ?, 1988: The illegible entry which refers to Mr. Shinehouse and preparation of a memo re the hearing.

March 20, 1988: Brown's letters regarding review of employment contracts, information for Mr. Shinehouse, and amendments to proofs of claim.

April 16, 1989: Brown's memo to file re option desired for Heeren settlement.

April 29, 1989: Brown's letter re meeting discussions with "Paul and his attorney". (Note: This item is specifically mentioned in Brown's attached November 4, 1989 billing to John Bowers, MD.)

May 5, 1989: Brown's corporate dissolution research and documents.

May 6, 1989: Brown's documentation re litigation and new organization.

May 30, 1989: Brown's documents for Paul Heeren.

July 3, 1989: Brown's research and memo for limitations of fraud.

July 15, 1989: Brown's letter re fraud statute of limitations.

October 7, 1989: Brown's memo to file re documentation needed for Cath Lab and Heart Institute.

November 9, 1989: Brown's release of liability form for Dr. Heeren.

November 28, 1989: Brown's letter and indemnification of Paul Heeren.

March 29, 1990: Brown's letter contracts for sale of practice. The numerous drafts of the various corporate "Reorganization" documents and many revisions thereto which are specifically mentioned throughout Brown's attached billings between July 15, 1989 and May 14, 1990, including especially those made before the "call re: modifications to contracts to eliminate Siragusa" set forth on

March 6, 1990 in the May 29, 1990 billing to John A. Bowers, MD, Ltd.

Brown's notes from the numerous telephone calls and conferences specifically mentioned in her various attached billings.

2. Providing false and fraudulent deposition testimony, and encouraging others to do so, even after court orders (i) generally instructing the parties to proceed with depositions and document production and (ii) specifically compelling testimony and production by the Defendants and Participants on June 24 and September 15 and 19, 1988, June 7, July 7 and November 13, 1990, June 14, 1991, and February 20, March 6, April 14, and May 22, 1992:

A. The following persons have been deposed by Joanne and the Trustee in the Adversary Proceeding between 1990 and 1993: Defendant Brown and other attorneys and agents of Defendant Beckley, including without limitation attorney Lary Lamoreaux; Bowers, Siragusa and the various other individual Participants, including without limitation Heeren (and his wife, Carol Heeren); and various agents of the entity Participants, including without limitation their accountant Gary Mathis.

B. This deposition testimony has revealed numerous examples of:

(1) Perjury, which is evident by comparing:

(a) The testimony of one such deponent at one time with the testimony of that same deponent at another time about the same matters. See, for example:

Brown's inconsistent testimony about whether or not Siragusa was actually Terminated from HIN; the vacillating testimony of Brown and Bowers about the June 25, 1987 events when Joanne's Marital Lien was purportedly discovered, the HIN partnership agreement was purportedly amended and Siragusa was purportedly given notice of his defaults; and Brown's vacillating testimony about whether any documents relating to the Reorganization were backdated, all as described in more detail below.

(b) The testimony of one such deponent with the testimony of another such deponent about the same matters. See, for example, the conflicting testimony among (i) Heeren and his wife, Brown, Bowers and Lary Lamoreaux about whether any documents relating to the Reorganization were backdated, (ii) Siragusa, Brown and Bowers about the purported June 1987 discovery of Joanne's Lien, and (iii) the existence and effect of the Siragusa Termination, all as described in more detail below.

(c) The testimony of one such deponent with (i) information contained in the Bankruptcy Petition and related Statements and Schedules, including Brown's Addendum to Statement of Affairs, and other documents filed in the Bankruptcy Case and/or (ii) the correspondence and other documents produced by that deponent or other such deponents in the Adversary Proceeding. See, for example, the inconsistent testimony about (i) the Siragusa Termination, (ii) Brown's divorce work for Siragusa, and (iii) Brown's work in connection with the Siragusa Bankruptcy and other bankruptcies.

(2) Subornation of perjury, which is evident by comparing the manner in which the false testimony of groups of the deponents have fluctuated in concert on certain issues over the course of the Adversary Proceeding: For example, the concurrent changes in testimony of multiple deponents regarding the critical June 25, 1987 events and the purported nonexistence of the HIN medical practice demonstrate collusion in the defense testimony.

C. While a number of the deponents have committed perjury, the following non-exclusive additional illustrations will focus primarily on Defendant Brown who is (i) the most blatant perjurer, (ii) the person with the key role in planning and implementing the Reorganization and Conspiracy as shown by Bowers testimony, Heeren's testimony and Brown's own correspondence and other documents, and (iii) still committing perjury in her as yet incomplete deposition testimony as recently as October 20, 1993:

PERJURED TESTIMONY TOPICS
AND DEPOSITION REFERENCES

(References Are To Date Of Brown Deposition And Page Of Brown Deposition Transcript Volume Given Where Subject Testimony Begins)

Discovery of Joanne's Marital Liens, HIN Partnership Amendment and Siragusa Default: Brown has testified that on June 25, 1987 she purportedly (i) discovered the existence of Joanne's Marital Liens and (ii) worked with Bowers, Siragusa and Heeren to amend the HIN partnership agreement to facilitate Siragusa's Termination and

give Siragusa notice of his default thereunder. See, for example Brown's November 14, 1990 at page 220, November 28, 1990 at pages 64 and 636, April 9, 1992 at pages 16 and 36; May 1, 1992 at page 352; September 14, 1992 at pages 434, 602 and 605; and September 22, 1993 at page 778. Brown has also testified in her 1990, 1992 and 1993 deposition sessions that the information provided to the Trustee in her Addendum to Statement of Affairs was, and still is, true and correct. See, for example Brown's November 14, 1990 beginning at pages 170, 211, and 215; November 27, 1990 at page 437; November 28, 1990 at page 542; April 9, 1992 at page 163; September 14, 1992 at pages 535, 590 and 625; September 22, 1993 at page 703, 780 and 785; and October 20, 1993 at page 947.

However, this testimony and the Addendum are inconsistent between themselves as to various matters. Further, this testimony and information are inconsistent with other documents and information obtained in discovery as to various matters. Still further, this testimony and the Addendum are inconsistent with the testimony of Siragusa, Heeren and Carol Heeren as to various matters. In fact, Brown's own later testimony has recognized that Heeren was out of town on June 25, 1987 and therefore could not have executed or authorized any documents at that time as he did not even meet with her until his return in July. See, for example, Brown's April 9, 1992 at page 53; May 1, 1992 at page 324; and September 22, 1993 at page 787.

Siragusa HIN Termination: Brown has testified that Siragusa was not actually Terminated from HIN and his purported HIN Termination was not to be given any effect. See, for example, Brown's November 27, 1990 at

page 498; November 28, 1990 at page 653; April 9, 1992 at pages 74, 120 and 155; May 1, 1990 at pages 269, 276, 389 and 400; September 15, 1992 at pages 440, 444, 452 and 468; September 22, 1993 at pages 794 and 814; October 13, 1993 at page 955; and October 20, 1993 at page 924. Brown has also testified in her 1990, 1992 and 1993 deposition sessions that the information provided to the Trustee in her Addendum to Statement of Affairs was, and still is, true and correct. See, for example the Brown deposition references to this correctness in the immediately preceding deposition topic.

However, the information contained in her Addendum to Statement of Affairs included repeated assertions and supporting documents that the Siragusa HIN Termination had in fact taken place and been given effect as described in detail in Exhibit "1". Further, Bowers and Siragusa have testified that Siragusa was in fact Terminated from HIN as described in the Addendum to Statement of Affairs.

False Proofs of Claims: Brown testified in her September 22, 1993 deposition at page 803 and her October 13, 1993 deposition at page 957 that she did not prepare any of the three proofs of claims filed in Siragusa's Bankruptcy Case on behalf of HIN and HICL in connection with the negative capital accounts arising from Siragusa's purported Termination. This testimony is contradicted by the face of those documents and Brown's own billing records and correspondence for the periods around the dates of those claims as well as her own prior 1990 deposition testimony. See, for example, Brown's November 14, 1990 at page 260 and November 27, 1990 at page 305.

Brown's Involvement, Legal Representation, and Advice in the Reorganization: The scope and extent of Brown's personal involvement and legal representation and advice in connection with the Reorganization has steadily declined from the submission of her Addendum of Statement of Affairs to the Trustee in 1987 and her initial deposition testimony in 1990 through her most recent deposition testimony in 1993.

Brown began by personally representing to the Trustee the "bona fides" of the Reorganization based on her personal involvement as is evident by the "we did" wording in her December 14, 1987 letter to the Trustee filed as part of her Addendum to Statement of Affairs and her statements to the Trustee as to what he was told by her. The Trustee has also testified that Brown told him at that time that she could personally vouch for what had in fact occurred. In her 1990 deposition, Brown confirmed her representation of each and all of the Participants in the Reorganization and her role in structuring and implementing that transaction. See, for example, Brown's November 14, 1990 at pages 76, 86, 175 and 192; November 27, 1990 at pages 304, 328, 345, 398, 425, 465, 471, 473 and 475; and November 28, 1990 at pages 523 and 587.

Even though Brown's legal representation and detailed personal involvement in connection with the Reorganization are confirmed by Heeren and his wife, Brown's associate Lary Lamoreaux, Bowers and Brown's own correspondence and other documents, Brown has increasingly distanced herself from the Reorganization since she was made a named defendant in the Adversary Proceeding in 1991. By the time of her 1992 deposition, Brown had substantially reduced her own involvement to

someone who merely answered hypothetical questions for Bowers and the other "guys" who did their own documents and made their own decisions based on her limited advice. See, for example, Brown's April 9, 1990 at pages 61, 73, 101, 109, 119, 121, 127 and 131, May 1, 1992 at pages 245 and 266; September 14, 1992 at pages 445, 498, 529, 554, 561, 614 and 622. By the time of her 1993 deposition, Brown testified that (i) she had represented only HIN and CAN to whom she now claimed to have rendered virtually no legal advice regarding the Reorganization, and (ii) Lamoreaux, other unspecified persons in her "office" and the "guys" had made and prepared virtually all of the decisions and documents for the Reorganization. See, for example, Brown's September 22, 1993 at page 706, 712, 716, 718, 722, 726, 729, 731, 752, 758 and 779; October 13, 1993 at pages 948 and 960; and October 20, 1993 at pages 859, 864 and 866.

Backdating of Documents in Reorganization: Part of the vouching which Brown did for the Reorganization described in her Addendum to Statement of Affairs was that the documents attached to and otherwise described therein were valid documents and not fraudulently backdated. Brown testified in 1990 that she definitely did not participate in, and was not aware of, backdating any Reorganization documents. See, for example Brown's November 28, 1990 at page 523. Brown also testified in 1990 that she was not personally aware when certain of the Reorganization documents were executed, including specifically the June 25, 1987 HIN partnership amendment. See, for example, Brown's November 28, 1990 at page 564. Brown later testified that she did not tell the Trustee that any of the documents in her Addendum were

backdated. See, for example, Brown's September 14, 1992 at page 536. Brown has further testified that the Trustee was justified in relying on her Addendum presentation. See, for example, October 20, 1993 at page 947.

However, when it was later discovered, among other things, that (i) Heeren was out of town on June 25, 1987 and therefore could not have attended the meeting on that date when certain key documents were purportedly authorized and executed and (ii) Siragusa had admittedly disclosed the existence of the Marital Liens at least several weeks before June 25th, the testimony of Brown and her clients began to admit that these documents were not in fact executed on June 25, 1987. Further, the testimony of Heeren and his wife Carol Heeren is that Brown expressly advised Bowers, Siragusa and them that Reorganization documents would have to be backdated to coordinate Siragusa's Bankruptcy with his Termination. Still further, Brown's own associate attorney, Lary Lamoreaux, testified that Brown had backdated documents in connection with the Reorganization. Still further, Brown's own correspondence and other documents reveal that major portions of the Reorganization work was being addressed, documented and billed for well after the execution dates on the Reorganization documents contained in her Addendum to Statement of Affairs and the other Reorganization documents which Brown and the participants subsequently provided to Joanne and the Trustee.

In the face of this, Brown has changed her deposition testimony to admit that many Reorganization documents were executed after the dates on their face, including the June 25, 1987 HIN partnership amendment which Brown

admitted was executed by Heeren in Brown's office in July. In fact, Brown has now taken the position that it was Lary Lamoreaux who prepared many of the Reorganization documents after the dates reflected on their faces. See, for example, Brown's April 9, 1992 at page 136; May 1, 1992 at pages 309, 322 and 324; September 14, 1992 at pages 483, 506 and 554; September 22, 1993 at pages 760 and 811; October 20, 1993 at pages 860, 862, 866, 904 and 905.

Brown Involvement in Siragusa Bankruptcy: Brown has testified that she was not involved in planning for or implementing Siragusa's Bankruptcy. See, for example, Brown's November 14, 1990 at pages 9, 60 and 258; November 27, 1990 at pages 305 and 392; April 9, 1990 at pages 138 and 159; and September 14, 1992 at pages 543 and 561. In fact, Brown even testified that she did not know about Siragusa's bankruptcy filing until after it was done. See, for example, Brown's September 22, 1993 at pages 746 and 773 and October 20, 1993 at page 905. Brown has further testified that she did not do bankruptcy or commercial law work and told Bowers to engage other counsel who did. See, for example, Brown's September 14, 1992 at pages 466, 566 and 617; and September 22, 1993 at pages 709, 732 and 735.

However, Brown's testimony is inconsistent with her own contrary testimony describing her extensive work in contemplation of Siragusa's Bankruptcy. See, for example, April 9, 1990 at pages 59, 73, 119 and 131; May 1, 1992 at pages 266, 268, 270, 273, 366, 371, 373 and 396; September 14, 1992 at pages 437, 441, 446, 492, 499, 540, 545 and 561; September 22, 1993 at pages 704, 706 and 736; and October 20, 1993 at page 945. It is also inconsistent with her

own. correspondence and other documents which reveal that she was involved in developing Siragusa's Bankruptcy as an integral part of the Reorganization and implementing that Bankruptcy before and after submission of her false and fraudulent Addendum to Statement of Affairs. Further, Heeren and his wife have testified that Brown suggested and implemented Siragusa's Bankruptcy as part of her overall Reorganization scheme. Still further, Bowers has testified that Brown was engaged to advise him, CAN, HIN, HIP and HICL on these matters. Even Brown has recently admitted that she has in fact previously done bankruptcy work for a number of trustees, including Tom Grimmett. See, for example, Brown's September 22, 1993 at page 736.

Brown Knowledge of Bankruptcy Projection Schedule: Brown has testified that she does not know anything about the financial schedule entitled "Heart Institute of Nevada (Partnership) Projection of Bankruptcy Termination November 10, 1987" which shows "Dr. Siragusa's Share" of more than a million dollars of fees in HIN and CAN and the taxable portion thereof from the date of the purported Siragusa Termination through the date of filing his Bankruptcy Petition. See, for example, Brown's November 14, 1990 at page 262; September 14, 1992 at page 565; September 22, 1993 at page 775; and October 20, 1993 at page 941. HIN/CAN's accountant, Gary Mathis, similarly testified as to his own purported lack of knowledge of this financial schedule. However, Brown's own correspondence and other documents reveal her own personal involvement in this type of work with Mathis and others on behalf of the Participants. See also (i) Brown's April 9, 1990 testimony at page 86 that Mathis attended at

least one of the Reorganization meetings with her in August 1987 and (ii) her September 14, 1993 testimony at page 685 and October 20, 1993 testimony at page 937 that she worked on a Siragusa financial history and summary with Mathis and his staff accountant, David Dieterman. Further, Mathis' own staff accountant David Dieterman, has testified that he prepared this financial schedule at the instruction of Mathis and Brown.

Brown Involvement in Siragusa Divorce: Brown has testified in her 1990, 1992 and 1993 deposition sessions that she has not represented Siragusa regarding or been involved in his divorce matters with Joanne. See, for example: Brown's November 14, 1990 at pages 9, 15, 28, 57, 60 and 222; November 27, 1990 at pages 304 and 392; November 28, 1990 at page 640; April 9, 1992 at page 49; May 1, 1992 at pages 347, 349 and 359; and September 14, 1992 at pages 450 and 544. However, her own correspondence and other documents reveal that she has represented Siragusa and been frequently involved in those divorce matters from 1983 through 1987. Further, her own other testimony reveals frequent and ongoing contact with Siragusa's divorce counsel as well as false testimony about what he was telling her based on his correspondence with her. See, for example, April 1, 1992 at page 14, 46, 60 and 68; May 1, 1992 at pages 275, 278, 382 and 393; and September 14, 1992 at pages 416, 423, 430, 441, 449 and 461.

Brown Involvement in Fraud Upon Heeren: Brown has testified in her 1990 deposition sessions that she did not review with Heeren and his separate counsel documents to restore Heeren's medical practice interest or discuss with them the reasons why Heeren left upon discovering

that he would never receive his new replacement corporate ownership interest in the CAN Medical Practice. See, for example, Brown's November 27, 1990 at page 470, November 28, 1990 at page 665, and May 1, 1992 at page 243. However, her own correspondence and other documents reveals that she did so consistent with the testimony and statements by Heeren and his counsel.

Further, Brown has testified that before the HIN Dissolution, she fully discussed with Heeren that he would have no right to any ownership interest in the new CAN medical practice. See, for example, Brown's April 9, 1992 at page 129 and May 1, 1992 at page 263. In fact, she even testified that it was Heeren, not Bowers, who directed the HIN Dissolution. See, for example, Brown's September 22, 1993 at page 823. This is directly contrary to the testimony by Heeren and his wife as well as Brown's own inconsistent testimony that the use of the CAN medical practice was to be only temporary until Siragusa's situation was "resolved". See, for example, Brown's April 9, 1992 at pages 92 and 127; May 1, 1992 at pages 245 and 273; and September 14, 1992 at page 481.

Brown Involvement in Fraud Upon CAN Junior Owners: Brown testified in her October 13, 1993 deposition beginning at transcript page 874 that none of the CAN Junior Owners requested, and she did not provide, any estimate of the maximum Potential HIN/CAN Medical Practice Claims Recovery in connection with the CAN Stock Sales. At least two of the CAN Junior Owners have stated directly to the contrary to counsel for Joanne and the Trustee.

Existence of HIN Medical Practice: Brown's Addendum to Statement of Affairs described and repeatedly referred to the Heart Institute medical practice conducted by HIN in the explanatory letter to the Trustee and many of its various attached exhibits. Brown further testified in her November 1990 deposition session about this obviously existent medical practice and how it was moved out of HIN to CAN. See, for example, Brown's November 27, 1990 at page 501.

However, in her 1992 deposition testimony, she testified that HIN did not conduct a medical practice. See, for example, Brown's April 9, 1992 at pages 19 and 35. This false testimony denying the existence of HIN's medical practice was similarly presented by Bowers and various other deponents acting in concert for this new line of defense at various times in 1992.

3. Siragusa filing other false and fraudulent papers in the Divorce Proceedings:

Date:	Description
January 21, 1987:	Decree of Divorce modification pursuant to stipulation based on the false misrepresentation by Siragusa that downward modification was necessary because the Medical Practice was in financial difficulty.
August 17, 1987:	Siragusa's arrearages enforcement defense opposition based on the false misrepresentation that further downward modification was necessary to preserve Siragusa's Medical Practice Interest as the Medical Practice was in financial difficulty.
November 5, 1987:	Siragusa's request for temporary stay from entry of arrearages judgment for the falsely asserted

purpose of giving Siragusa time to post a bond for stay pending appeal to preserve Siragusa's Medical Practice Interest.

October 2, 1990: Siragusa's alimony modification defense based on Siragusa's purported Termination and additional false misrepresentations as to the financial condition of him and the Medical Practice.

Various dates between February 19, 1991 to August 30, 1991: Various additional alimony modification defenses based on Siragusa's purported Termination and false misrepresentations as to the financial condition of him and the Medical Practice.

In addition, the Obstruction of Justice by Defendants Brown and Beckley and the various Participants was part of the fraud upon and concealment from the Bankruptcy Estate and its Trustee (and Joanne) by Defendants Brown and Beckley and the various Participants as described in Exhibit "1".

In addition, the Obstruction of Justice by Defendants Brown and Beckley and the various Participants utilized the mail, thereby also constituting mail fraud (upon Joanne as well as the Bankruptcy Estate and its Trustee) as described in Exhibit "2".

In addition, the Obstruction of Justice by Defendants Brown and Beckley and the various Participants utilized wire communications in interstate or foreign commerce, thereby also constituting wire fraud (upon Joanne as well as the Bankruptcy Estate and its Trustee) as described in Exhibit "3".

Still further, the Obstruction of Justice by Defendants Brown and Beckley and the various Participants, and the fraud upon and concealment from the Bankruptcy Estate and its Trustee (and Joanne) by Defendants Brown and Beckley and the various Participants, **were utilized in connection with and to further the securities fraud relating to the Fraud Upon the Junior CAN Owners and the Fraud Upon Heeren described in Exhibit "5".**

GRIMMETT, ET AL V. BROWN, ET AL

Exhibit "5"

NON-EXCLUSIVE LISTING OF SPECIFIC ACTS CONSTITUTING (I) FRAUD IN THE SALE OF SECURITIES UNDER (A) SECTIONS 12(2), 15 AND 17 OF THE SECURITIES ACT OF 1933, AS AMENDED, (B) SECTIONS 10(B) AND 20 OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, AND (C) SECURITIES AND EXCHANGE COMMISSION RULE 10-B5, 17 CFR 240.10B-5 (1991) AND (II) SECURITIES FRAUD IN VIOLATION OF N.R.S. 207.360(30) AND 90.750

The Fraud Upon Heeren by Defendants Brown and Beckley and Participants Bowers and CAN included the planning, documentation and implementation of the Reorganization and the rest of the Conspiracy described in Exhibit "1" and the complaint, and especially the HIN Dissolution, by which Defendants Brown and Beckley and Participants Bowers and CAN failed to honor their

False Heeren Representations to, among other things, (i) provide Heeren with his new replacement corporate ownership interest in the CAN Medical Practice or (ii) otherwise protect and maintain his HIN Medical Practice Interest.

This was done to induce Heeren to exchange his own HIN Medical Practice Interest for a new replacement corporate ownership interest in the CAN Medical Practice (the "Heeren Stock Sale"). However, Heeren never received his CAN Stock.

In doing so, Defendants Brown and Beckley and Participants Bowers and CAN not only failed to inform Heeren of the risks inherent in the HIN Dissolution the Heeren Stock Sale, and the rest of the Reorganization and Conspiracy, but affirmatively mispresented to him, among other things, that these steps (i) were necessary and appropriate to protect the HIN Medical Practice from harm by Joanne and the Trustee and (ii) would not result in any adverse economic or other consequences to his own HIN Medical Practice Interest.

Defendants Brown and Beckley and Participants Bowers and CAN used the means and instrumentalities of interstate commerce and the mails to further and accomplish the Heeren Stock Sale, including without limitation by (i) the mailings described in Exhibit "2" with respect to the Reorganization and the rest of the Conspiracy, (ii) the interstate telephone calls with respect thereto described in Exhibit "3", and (iii) the various additional telephone calls used in the planning and implementation of the Reorganization, including without limitation those telephone calls made by Defendants Brown and Beckley

to the Participants and others on the following dates for the purpose of furthering the Reorganization and defrauding Heeren as set forth more fully in Brown's billing and other records:

May 29, 1987
August 25, 1987
August 27, 1987
August 28, 1987
August 31, 1987
September 1, 1987
September 2, 1987
September 8, 1987
September 9, 1987
September 14, 1987
September 18, 1987
September 20, 1987
September 21, 1987
October 1, 1987
October 5, 1987
October 8, 1987
November 9, 1987
November 18, 1987
December 22, 1987
December 24, 1987
January 11, 1988
February 16, 1988
February 22, 1988
February 25, 1988
February 26, 1988
March 6, 1988
March 10, 1988
April 12, 1988
August 2, 1988
August 25, 1988
September 8, 1988
December 7, 1988

December 8, 1988
March 3, 1989
April 14, 1989
May 4, 1989
May 5, 1989
May 10, 1989
May 16, 1989
May 30, 1989
May 31, 1989
June 20, 1989
July 24, 1989
August 24, 1989
October 19, 1989
October 27, 1989

The Fraud Upon the CAN Junior Owners by Defendants Brown and Beckley and Participants Bowers and CAN included the negotiation and preparation of the documents for the subject CAN Stock Sale transactions (the CAN Stock Sale Documents) which failed to disclose to the CAN Junior owners, or provide them with reasonable protections to, the Potential HIN/CAN Medical Practice Claims Recovery which might result from the Adversary Proceeding which had previously been filed by Joanne individually and ex rel the Trustee, even though that Adversary Proceeding sought to avoid and unwind Siragusa's Termination and the HIN Dissolution. These CAN Stock Sale Documents included the following:

1. Stock Purchase Agreement dated April 9, 1990.

2. Buy-Sell Agreement dated April 9, 1990.

3. Practice Management Agreement dated April 9, 1990.

4. Employment Agreements related thereto of various dates.

5. Articles of Incorporation for Cardiology Associates of Nevada, Bowers, More, Thomas, Uhl, MD's, Ltd.

6. By-laws for Cardiology Associates of Nevada, Bowers, More, Thomas, Uhl, MD's, Ltd.

In addition, Defendants Brown and Beckley and Participants Bowers and CAN failed to otherwise inform the CAN Junior Owners of the Potential HIN/CAN Medical Practice Claims Recovery even though (i) Brown had admitted in her May 1, 1992 deposition testimony at transcript page 274 that due to Siragusa's Bankruptcy "the Heart Institute would not be in a secure position to start bringing in and selling interest to the other physicians until they really knew what they were selling" and (ii) the CAN Junior Owners had specifically inquired about such Potential Recovery.

To the contrary, Defendants Brown and Beckley and Participants Bowers and CAN used the Reorganization and the rest of the Conspiracy to induce the CAN Junior Owners (i) first to continue their employment with CAN and (ii) then to enter into the CAN Stock Sales, all notwithstanding the Adversary Proceeding which resulted in the Potential HIN/CAN Medical Practice Claims Recovery.

Further, Defendants Brown and Beckley and Participants Bowers and CAN affirmatively misrepresented to the CAN Junior Owners, among other things, that the maximum potential liability faced by CAN from the Adversary Proceeding was $250,000 at the meeting held

for execution of the CAN Stock Sale Documents on April 9, 1990.

Defendants Brown and Beckley and Participants Bowers and CAN used the means and instrumentalities of interstate commerce and the mails to further and accomplish the CAN Stock Sales, including without limitation by (i) the mailings described in Exhibit "2" with respect to the Reorganization and the rest of the Conspiracy, (ii) the interstate telephone calls with respect thereto described in Exhibit "3", (iii) the clearance of the purchase checks from the CAN Junior Owners through the national banking system, (iv) the various additional mailings and telephone calls used in the structuring, negotiation and documentation of the CAN Stock Sales and the CAN Stock Sale Documents, including without limitation:

1. Those telephone calls made by Defendants Brown and Beckley to Bowers, various CAN agents and others on the following dates for the purpose of preparing, executing and filing the CAN Stock Sale Documents as set forth more fully in Brown's billing and other records:

April 19, 1989
May 16, 1989
May 30, 1989
May 31, 1989
July 11, 1989
July 24, 1989
October 31, 1989
November 28, 1989
February 26, 1990
February 28, 1990
March 6, 1990
March 7, 1990
March 9, 1990

March 19, 1990
March 21, 1990
March 28, 1990
March 29, 1990
March 30, 1993
April 5, 1990
April 6, 1990
April 9, 1990
April 10, 1990
April 11, 1990
May 1, 1990

2. The various mailings of (i) the many drafts of the CAN Stock Sale Documents in their various versions prepared from 1989 to April 1990, (ii) the final CAN Stock Sale Documents, and (iii) the various sets of the purported conflict disclosure letters dated February 16, 1990 between Defendants Brown and Beckley and the CAN Junior Owners.

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UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF NEVADA

In Re: VINCENT SIRAGUSA, Debtor.	)	BK-S-87-3085-LBR ADVERSARY PROCEEDING NO. 890068
JOANNE M. SIRAGUSA individually and ex rel TOM GRIMMETT, Trustee, Plaintiff, v. VINCENT SIRAGUSA, HEART INSTITUTE OF NEVADA (formerly CARDIOLOGY ASSOCIATES OF NEVADA), a Nevada partnership, HEART INSTITUTE PROPERTY, a Nevada partnership, HEART INSTITUTE CATH LAB, a Nevada partnership, VINCENT SIRAGUSA, M.D., LTD., a	)	

Nevada corporation, VINCENT SIRAGUSA, M.D., CHARTERED, a Nevada corporation, JOHN A. BOWERS, CARDIOLOGY ASSOCIATES OF NEVADA, JOHN A. BOWERS, M.D., LTD. (dba HEART INSTITUTE OF NEVADA), a Nevada corporation, PAUL HEEREN, and PAUL HEEREN, M.D., LTD., a Nevada Corporation and DOES 1 through 100, Defendants.	)

COMPLAINT TO (i) DETERMINE VALIDITY, PRIORITY AND EXTENT OF LIEN, (ii) SET ASIDE FRAUDULENT CONVEYANCE AND SUBSEQUENT TRANSFERS, (iii) DECLARE CONSTRUCTIVE TRUST, COMPEL RESTORATION AND ACCOUNTING, AND DETERMINE EXTENT OF PROPERTY OF ESTATE, (iv) DETERMINE DISSOLUTION AND APPOINT RECEIVER TO WIND UP, TERMINATE AND PREPARE ACCOUNTING FOR DISSOLVED PARTNERSHIP, (v) REVOCATION OF DISCHARGE, AND (vi) CONSPIRACY

Plaintiff claims and alleges against defendants as follows:

PARTIES

1. Plaintiff is a secured creditor of estate of the debtor with claims in excess of $1,500,000.

2. TOM GRIMMETT is the duly appointed and acting Trustee in debtor's Chapter 7 Bankruptcy Case.

3. Defendant VINCENT SIRAGUSA is the debtor in the Chapter 7 Bankruptcy Case.

4. Plaintiff is informed and believes and based thereon alleges that HEART INSTITUTE OF NEVADA ("HIN") (formerly CARDIOLOGY ASSOCIATES OF NEVADA) is a Nevada general partnership.

5. Plaintiff is informed and believes and based thereon alleges that HEART INSTITUTE PROPERTY ("HIP") is a Nevada general partnership.

6. Plaintiff is informed and believes and based thereon alleges that HEART INSTITUTE CATH LAB ("HICL") is a Nevada general partnership.

7. HIN, HIP and HICL are collectively referred to as the HEART INSTITUTE ENTITIES.

8. Plaintiff is informed and believes and based thereon alleges that VINCENT SIRAGUSA, M.D., LTD. and VINCENT SIRAGUSA, M.D., CHARTERED are each a Nevada corporation, the sole shareholder, officer and director of which is VINCENT SIRAGUSA, the debtor, who is their alter ego.

9. Plaintiff is informed and believes and based thereon alleges that JOHN A. BOWERS is an individual residing in the State of Nevada.

10. Plaintiff is informed and believes and based thereon alleges that CARDIOLOGY ASSOCIATES OF NEVADA, JOHN A. BOWERS, M.D., LTD. ("CAN") is a Nevada corporation dba HEART INSTITUTE OF NEVADA, the sole shareholder, officer and director of which is JOHN A. BOWERS, who is its alter ego.

11. Plaintiff is informed and believes and based thereon alleges that PAUL HEEREN is an individual residing in the State of Nevada.

12. Plaintiff is informed and believes and based thereon alleges that PAUL HEEREN, M.D., LTD., is a Nevada corporation, the sole shareholder, officer and director of which PAUL HEEREN, who is its alter ego.

13. Plaintiff (i) is informed and believes and based thereon alleges that other persons and entities whose identities are presently unknown to plaintiff are in some manner responsible for the matters alleged herein and (ii) therefore sues those persons and entities as defendants DOES 1 through 100 and will seek leave of this court to amend this complaint to set forth their precise names and actions once ascertained. Additional discovery will be required in this regard.

JURISDICTION AND VENUE

14. This adversary proceeding is brought under Bankruptcy Rule 7001 in connection with in re Vincent Siragusa, debtor which was filed under Chapter 7 Case Number BK-S-87-3085-LBR in the District of Nevada (the "Bankruptcy Case").

15. This court has jurisdiction of this adversary proceeding under (i) 28 USC 157 and 1334 and (ii) 11 USC 105(a), 506, (541(d), 548, 550(a), 554(b) and 727(d). This complaint also relies in part on Nevada law under pendant jurisdiction.

16. This is a core proceeding under 18 USC 157(b)(2)(A), (H), (J), (K) and (0).

17. Venue is proper in this district because plaintiff is informed and believes and based thereon alleges that each defendant resides, or has a place of business, within this district.

GENERAL ALLEGATIONS

18. On August 19, 1983, plaintiff and debtor as spouses entered into a Property Settlement Agreement which was subsequently incorporated and merged into a Decree of Divorce entered by the Nevada Eighth Judicial District Court in Case No. D58232 (the "Divorce Proceedings") on September 23, 1983. A true copy of that Decree of Divorce with its Property Settlement Agreement attachment is attached as Exhibit "1".

19. At that time:

A. Debtor was a physician specializing in cardiology who was duly licensed to practice as such in the State of Nevada.

B. All of the assets of plaintiff and debtor (the "Marital Assets") were community property of their marriage.

C. Substantially all of the value of the Marital Assets was comprised of a professional medical practice and its related real, personal and intangible assets (collectively the "Medical Practice"), including without limitation an approximately one-third ownership interest in the various HEART INSTITUTE ENTITIES as then constituted.

D. Debtor owed plaintiff a fiduciary duty to fully disclose to and deal fairly with plaintiff.

20. Under the Decree of Divorce, plaintiff essentially promised to release her one-half community property interest in the Medical Practice for a series of deferred payments (the "Marital Payments") from debtor to plaintiff. The Property Settlement Agreement beginning at the top of page 10 provided for the following arrangements to secure the Marital Payments:

> 2. The parties acknowledge and agree that Wife is granting Husband substantial concessions in so deferring the actual receipt of property comprising her one-half (1/2) interest in the community property of the parties and that in exchange therefor Husband expressly agrees, inter alia, that:
>
> * * *
>
> b. Husband shall and hereby does grant Wife an equitable lien against each and all of the property comprising and relating to his professional medical practice and related real, personal and intangible assets and entities utilized in connection therewith together with all accessions thereto for the purpose of securing each and all of his obligations hereunder, agrees to execute such commercially reasonable security instruments in connection therewith as counsel for Wife may from time to time request, and acknowledges understanding that this lien shall be judicially imposed upon merger of this Agreement in a subsequently obtained decree of divorce.

21. Debtor never intended to make the Marital Payments but rather undertook a fraudulent and deceptive course of conduct designed to defeat plaintiff's legitimate rights and interests under the Decree of Divorce (the

"Fraudulent Course of Conduct") in which the other defendants ultimately joined.

22. On February 29, 1984, plaintiff and debtor executed a Security Agreement and UCC-1 Filings to secure the Marital Payments with a lien under Article 9 of the Nevada Uniform Commercial Code (the "Lien") upon the Medical Practice, including all additions and accessions thereto and all proceeds of disposition thereof. The UCC-1 Filings were duly filed with the Nevada Secretary of State and the Clark County, Nevada Recorder on March 5, 1984. True copies of the Security Agreement and the UCC-1 Filings are attached as Exhibits "2" and "3", respectively.

23. All the times during the Divorce Proceedings, including when the Property Settlement Agreement and the Security Agreement were executed, debtor represented to plaintiff that the other owners of the HEART INSTITUTE ENTITIES (i) were aware of the existence and terms of those instruments, (ii) had no objection to their provisions, and (iii) had taken all necessary steps required to consent to those instruments.

24. The HEART INSTITUTE ENTITIES had knowledge of the Property Settlement Agreement and the Security Agreement before and when they were executed and did not inform plaintiff of any objections at that time.

25. Debtor promptly failed to make the Marital Payments due to plaintiff under the Decree of Divorce.

26. On February 29, 1984, plaintiff and debtor entered into an Amendment to Property Settlement Agreement which:

A. Modified and reduced debtor's Marital Payment obligations based upon certain purported financial difficulties which debtor represented to plaintiff were occurring in the HEART INSTITUTE ENTITIES.

B. Required debtor to place and maintain in effect an Antemarital Agreement with any subsequent spouse of debtor precluding the creation of any community property interest of that subsequent spouse and acknowledging the validity, priority and superiority of the claims, liens and rights of plaintiff under the Property Settlement Agreement until such time as debtor shall have performed all of his obligations under the Property Settlement Agreement.

C. Did not modify any of the Security Agreement or lien provisions of the Property Settlement Agreement, but rather provided that all terms of the Property Settlement Agreement not expressly modified by the Amended Property Settlement Agreement would remain in full force and effect.

D. Was subsequently incorporated and merged into an Amended Decree of Divorce entered in the Divorce Proceedings on March 1, 1984.

A true copy of the Amended Decree of Divorce with its Amended Property Settlement Agreement attachment is attached as Exhibit "4".

27. On February 27, 1984, debtor entered into an Antenuptial Agreement with his current spouse which:

A. Assigned a valuation of "approximately $2,000,000" to the Medical Practice and other assets of debtor.

B. Acknowledged the existence, validity, lien and priority of debtor's Marital Payments obligation to plaintiff in the amount of "approximately $1,500,000".

A true copy of the Antenuptial Agreement is attached as Exhibit "5".

28. Debtor promptly failed to make the Marital Payments due to plaintiff under the Amended Decree of Divorce.

29. On January 16, 1987, plaintiff and debtor entered into a Second Amendment to Property Settlement Agreement which:

A. Further modified and reduced debtor's Marital Payment obligations based upon certain further purported financial difficulties which debtor represented to plaintiff were occurring in the HEART INSTITUTE ENTITIES.

B. Was subsequently incorporated and merged into a Second Amended Decree of Divorce entered in the Divorce Proceedings on January 22, 1987.

A true copy of the Second Amended Decree of Divorce with its Second Amended Property Settlement Agreement attachment is attached as Exhibit "6".

30. Debtor promptly failed to make the Marital Payment's due to Plaintiff under the Seconded Amended Decree of Divorce.

31. Around May 1987, debtor informed plaintiff that the financial condition of the HEART INSTITUTE ENTITIES had become so bad that he could not possibly make even the latest reduced Marital Payments due to plaintiff.

Debtor further informed plaintiff that the best debtor could do would be to promise to pay her a substantially reduced set of payments in full satisfaction of the approximately $1,400,000 then due for the Marital Payments (the "Settlement Proposal").

32. When plaintiff rejected the Settlement Proposal, debtor ceased making the Marital Payments.

33. On July 6, 1987, plaintiff moved in the Divorce Proceedings to reduce the Marital Payment arrearages due her to judgment. Debtor and the other defendants accelerated their Fraudulent Course of Conduct For the Specific Purchase of Benefiting Debtor Through Defrauding Plaintiff. The following specific instances illustrate what has been uncovered to this point only after extensive discovery efforts to pierce this web of deception:

A. In the Response of VINCENT SIRAGUSA to Motion of JOANNE M. SIRAGUSA to Reduce Alimony Arrearages to Judgment, and Cross Motion to Modify Decree Based on Mutual Mistake of Fact filed by debtor on August 14, 1987, debtor asserted on pages 6 and 7 that the HEART INSTITUTE ENTITIES were being reorganized (the "Reorganization") due to their severe financial difficulties. Attached as Exhibit "7" is a true copy of that pleading.

B. Plaintiff's counsel informed counsel for the HEART INSTITUTE ENTITIES and certain of its principals that it appeared lien enforcement proceedings under the Security Agreement would become necessary if the HEART INSTITUTE ENTITIES were Reorganized. Attached as Exhibit "8" are copies of letters dated August

18 and 20, 1987 from plaintiff's counsel to HEART INSTITUTE ENTITIES' counsel confirming those concerns and inviting alternative resolution.

C. HEART INSTITUTE ENTITIES' counsel pursued with plaintiff's counsel a series of settlement negotiations concerning plaintiff's rights under the Security Agreement. Attached as Exhibit "9" are copies of a series of letters between those counsel dated August 27, 28 and 31, 1987 confirming those negotiations.

D. During those negotiations, HEART INSTITUTE ENTITIES' counsel informed plaintiff's counsel that certain internal Reorganization plans were being pursued but had not, as of early are September 1987, been consummated. Attached as Exhibit "10" are copies of a letter dated September 4, 1987 from HEART INSTITUTE ENTITIES' counsel to plaintiff's counsel and its Reorganization enclosure which (i) contain an approximately $475,000 reduced Marital Payment proposal by debtor and (ii) state in part:

Reorganization changes in these entities since January 1, 1983:

> As you can see from the documentation, Barry, the only real structural change has been the fact that Cardiology Capital Partnership has been merged into Heart Institute Cath Lab. When Vince liquidated his professional corporation, the joint venture was reorganized to recognize his personal partnership interest. Effective July 1, 1987, Vince incorporated, and the partnership had agreed to the assignment of his Heart Institute of Nevada interest to be assigned to that new corporation. Thus, since July 1, his

partnership draws have been payable to his professional corporation. This was done in an attempt to structure the entity to expand to take on the new partners.

As can be seen from the Heart Institute's letterhead, there are two doctors who have been working as employees of the Heart Institute. It is now the time to re-evaluate their entry into the partnership level, and several negotiations have taken place on the partnership design.

Essentially, it is being contemplated but nor executed, that the partnership would be extensively reorganized. The reorganization would attempt to compensate those individuals who are contributing to the entity as a whole, as well as productivity. It is anticipated that the formula would include a payment of a $10,000 per month draw, plus 25% of collections in excess of $150,000 for the previous quarter. Currently, the independent contractors are on that arrangement, and it is anticipated that the entire partnership would move to that arrangement. If the partnership has any profits in excess of that, profits would be split on a discretionary basis, or potential for a promotional compensation basis. The result of this reorganization would be a lowering of the compensation historically received by the three partners, but the ability to then re-allocate to incorporate new employees and partners into the schemata. This reorganization is applicable to the medical partnership only. Heart Institute Cath lab, and heart Institute Properties, would currently remain the same. It is anticipated that heart institute Properties partners will begin selling their interests

to new partners, but the details, or potential buyers, have not yet been identified.

E. On September 10, 1989, the domestic relations referee in the Divorce Proceedings ruled that plaintiff was entitled to judgment against debtor in an amount in excess of $1,400,000 for Marital Payment arrearages. Attached as Exhibit "11" is a true copy of the Findings entered by the referee in favor of plaintiff on October 8, 1987.

F. Debtor objected to the Findings and the matter was heard by the Nevada Eighth District Court on November 5, 1987. That court adopted the referee's Findings, reduced the Marital Payment arrearages to judgment, and stayed enforcement of the judgment one week to give debtor time to consult with counsel regarding an undertaking on appeal. Attached as Exhibit "12" is a true copy of the minute order of that hearing.

G. Prior to that next hearing, debtor filed his petition (the "Petition") in the Bankruptcy Case on November 10, 1987.

H. Debtor did not file his Schedules and Statement of Affairs (the "Schedules") in the Bankruptcy Case until January 13, 1988. When filed, these items took the unbelievable position that (i) debtor no longer owned any interest in the HEART INSTITUTE ENTITIES and (ii) debtor's Marital Payment obligations to plaintiff had become unsecured.

I. HEART INSTITUTE ENTITIES' counsel also filed with the trustee herein a voluminous set of documents (the "Addendum to Statement of Financial

Affairs") purporting to describe how the debtor's interests in the HEART INSTITUTE ENTITIES had vanished free of plaintiff's Lien. Attached as Exhibit "13" is a copy of the December 14, 1987 letter from HEART INSTITUTE ENTITIES' counsel to the trustee (sans its exhibits) which transmitted the Addendum to the Statement of Financial Affairs. Essentially, the defendants' contend therein that:

(1) Debtor was in default under the HEART INSTITUTE ENTITIES partnership agreements.

(2) In June 1987, debtor's partners gave him notice to cure his default or be forced to sell his interests under the HEART INSTITUTE ENTITIES partnership agreements.

(3) In August 1987, debtor's partners forced the sale of his HEART INSTITUTE ENTITIES interests (the "Sales").

(4) The Sales somehow conveyed his HEART INSTITUTE ENTITIES interests to the HEART INSTITUTE ENTITIES free of plaintiff's Lien.

J. The terms of the Sales are grossly inadequate. For all of the debtor's interest in the HEART INSTITUTE ENTITIES (which had previously given debtor over $400,000 per year of partially tax sheltered cash flow and which debtor had himself value at $2,000,000 in 1984 and $2,400,000 in 1987), debtor's Schedules reveal that he received the following for those interests:

Entity	Description	Bankruptcy Schedule	Face Value($)	Fair Market Value($)
HIN	Accounts Receivable	B-2 Item t	200,000	150,000
CAN	Net Capital Account Deficit	A-2; Proof of Claim	(37,040)	(37,400)
HIP	Long Term Low Interest Unsecured Note Receivable	B-2 Item o	177,500	110,000
HICL	Negative Capital Account Balance	Proof of Claim	(122,977)	(27,977)
Totals			312,483	194,983

See the prior Exhibits containing debtors 1984 Antenuptial Agreement and April 21, 1987 Financial Statements, respectively, for those $2,000,000 and $2,400,000 valuations.

K. The precise terms and propriety of the Sales and Reorganization have been difficult to determine. Debtor has failed to provide even the basic specific supporting information required in the Schedules and has repeatedly resisted plaintiff's efforts to obtain even the most fundamental information on his financial affairs, such as his 1987 federal income tax return. Despite such misconduct by debtor and the unwillingness of the other defendants to cooperate, plaintiff through discovery has been able to locate various items which evidence the

Fraudulent Course of Conduct, including material misstatements and omissions in the Schedules and Addendum to Statement of Financial Affairs:

(1) The HIN partnership agreement was purportedly amended (the "Partnership Agreement Amendment") by debtor and the other partners on June 25, 1987 to add the very forced sale on default provisions under which (i) debtor was purportedly given notice of default (the "Default Notice") on that same date and (ii) the Sale of debtor's interest in HIN was purportedly later forced. Attached as Exhibits "14" and "15", respectively, are true copies of the Partnership Agreement Amendment and the Default Notice.

(2) The events comprising the purported default contained in the Default Notice are different from those contained in concurrent correspondence from HEART INSTITUTE ENTITIES' counsel to debtor. The Default Notice asserts that the default is a purported prohibited assignment of his HEART INSTITUTE ENTITIES interests. A letter from HEART INSTITUTE ENTITIES' counsel to debtor dated June 26, 1987 admonishes debtor that his poor personal financial condition and inability to fund the failing HEART INSTITUTE ENTITIES is the default. Neither of these purported defaults actually existed. A true copy of that letter is attached as Exhibit "16".

(3) The August 1987 dates on which the Sales were purportedly made HEART INSTITUTE ENTITIES are inconsistent with Partnership Agreement Amendment and the Default Notices to as well as other documents located to date:

(a) Recall that as of September 4, 1987, HEART INSTITUTE ENTITIES' counsel (i) had represented that no structural changes had taken place in the HEART INSTITUTE ENTITIES and (ii) was negotiating with plaintiff's counsel to protect debtor's interests in the HEART INSTITUTE ENTITIES.

(b) On September 9, 1987, debtor filed the Response of Vincent Siragusa to Reply of Joanne Siragusa and Application for Writ of Coram Vobis to Correct Judgment in the Divorce Proceedings which asserted the existence of his interests in, and the ongoing difficulties of, the HEART INSTITUTE ENTITIES. This pleading mentioned no pending (let alone completed) Sale of those interests but rather asked that court for relief to protect those interests. Attached as Exhibit "17" is a true copy of that pleading.

(c) A September 3, 1987 letter and enclosures from defendant JOHN A. BOWERS reveal that as of that time the "partners", including debtor, were proceeding with a $3,250,000 refinancing project through Valley Bank of Nevada. Attached as Exhibit "18" are true copies of that September 3, 1987 letter and its enclosures.

(d) As late as September 21, 1987, debtor was still executing documents as a partner of the HEART INSTITUTE ENTITIES. Attached as Exhibit "19" is a true copy of an "Acknowledgment Agreement" bearing that date and signed by debtor as a partner.

(4) Even though debtor's purported default to the HEART INSTITUTE ENTITIES was allegedly so severe as to justify the forced Sale of his interests therein, HIN entered into an Independent Contractor Agreement

with debtor's professional corporation effective concurrently with the purported Sale. Under that Agreement, debtor was to (i) render to HIN the same cardiology services which he had rendered as a partner and (ii) receive "compensation" under a profit sharing formula which is equivalent to his prior HEART INSTITUTE ENTITIES profit sharing interest. Attached as Exhibit "20" is a true copy of that Agreement.

(5) Around the time when debtor filed his Petition in the Bankruptcy Case, CAN (as HIN's purported successor) terminated the then existing Independent Contractor Agreement with debtor's professional corporation and replaced it with a virtually identical new Independent Contractor Agreement with debtor personally. Attached as Exhibit "21" is a true copy of that new Independent Contractor Agreement.

(6) Within 20 days of the November 10, 1989 date when debtor filed his Bankruptcy Petition, debtor's professional corporation received from HIN almost $100,000 in cash distributions which were in turn paid to debtor as compensation. Despite this tremendous cash flow, including over $10,000 on the very Petition date, debtor not only filed the Bankruptcy Case but also ultimately revealed absolutely no cash on his Schedules. Attached as Exhibit "22" are true copies of accounting ledgers from debtor's professional corporation showing these (and other substantial other) cash transfers up to the Petition date.

(7) This total lack of any cash on the Schedules is even more difficult to understand when considered in conjunction with the financial information

revealed in the Divorce Proceedings. In the Response of VINCENT SIRAGUSA to Motion of JOANNE M. SIRAGUSA to Reduce Alimony Arrearages to Judgment, and Cross Motion to Modify Decree Based on Mutual Mistake of Fact filed by debtor on August 14, 1987, attached as Exhibit "7" debtor contended beginning at line 12 on page 5 that his distributions from the HEART INSTITUTE ENTITIES were "only" (i) $315,000 in 1986 ($26,250 per month) and (ii) $132,000 for the first five months of 1987 ($26,400 per month). In the concurrently filed Defendant's Exhibits A Through L, debtor contended that his monthly living expenses were $28,415 per month, including a $7,200 monthly Marital Payment to plaintiff. As will be shown in detail below, debtor's contentions of his income and expenses throughout the Divorce Proceedings as well as this Bankruptcy Case are substantially under and over stated, respectively. However, even assuming arguendo that debtor had not understated his income or overstated his other expenses, debtor did not make the required Marital Payments to plaintiff since May 1987 and therefore accumulated approximately $35,000 ($7,000 x 5) of "extra" funds during the last 5 months preceding the Petition date. Again, none of these funds appeared on the Schedules. Attached as Exhibit "23" is a true copy of debtor's Exhibits A Through L in the Divorce Proceedings.

(8) Further, the Schedules contain absolutely no express reference to or disclosure of debtor's professional corporation which received over $200,000 from HIN during the four months before the petition. In response to repeated inquiries about this entity, debtor's counsel has merely indicated that the $200,000 entry

opposite item t on Schedule B-2 concerning stock interests reflects the uncollected accounts receivable due to debtor's professional corporation as of the filing of the Petition. While no supporting information had yet been provided showing how this $200,000 amount was determined, that figure is substantially less than (i) the $330,000 amount of debtor's HIN receivables contained in debtor's Financial Statement dated April 21, 1987 and (ii) the $545,071 amount of debtor's HIN receivables contained in a schedule entitled HEART INSTITUTE OF NEVADA (Partnership), PROJECTION OF BANKRUPTCY TERMINATION NOVEMBER 10, 1987. Attached as Exhibits "24" and "25", respectively, are true copies of that April 21, 1987 Financial Statement and November 10, 1987 Bankruptcy Projection.

(9) Despite debtor's assertions to the contrary, the HEART INSTITUTE ENTITIES have been far more profitable and valuable as of and after the time the debtor filed his Bankruptcy Petition on November 10, 1987 than they were when debtor valued his interests therein at $2,000,000 in his 1984 Antenuptial Agreement and $2,400,000 ($1,200,000 x 2) in his April 21, 1987 Financial Statement. The number of entities comprising the HEART INSTITUTE ENTITIES, as well as the frequency and variety of changes in the ownership of and relationships to those entities, makes it difficult to analyze the financial condition of the HEART INSTITUTE ENTITIES. However, the information made available to plaintiff at this point reveals that what needs to be determined is the extent to which the financial condition of the HEART INSTITUTE ENTITIES has been continuously improving since inception, not whether it is declining. More specific

allegations will be made on this point once further discovery has been completed. In the interim, it can be generally noted that:

(a) The 1987 federal income tax return for HIN (which Reorganized part way through the year and in which debtor was a partner for only part of the year) showed guaranteed payments and income to the partners of approximately $1,200,000 in 1987 as compared to approximately $1,000,000 shown in the comparable 1986 return. Attached as Exhibits "26" and "27" are true copies of those returns.

(b) The limited financial information available on HIN through this point is sufficient to demonstrate that the HEART INSTITUTE ENTITIES are in an increasingly better financial condition through 1988, which financial improvement is confirmed by the personal financial information obtained regarding debtor.

(c) When plaintiff's counsel went to the office building owned by HIP for discovery purposes in August 1988, the discovery efforts were actually conducted in an adjacent building which plaintiff's counsel was informed had been leased to provide offices to the HIN staff because HIN's medical work had so out grown the HIP building.

(d) Since before and continuing after the filing of debtor's Bankruptcy Petition, HIN has paid for substantial television and other media advertising which prominently features debtor as HIN's primary spokesman.

(10) While debtor has failed to provide his 1987 individual federal income tax return despite repeated requests, information on distributions to debtor from the HEART INSTITUTE ENTITIES reveals that 1987 was a "record breaking" year for him. Despite being removed as a partner and filing the Petition on November 10, 1987, debtor's net cash distributions from the HEART INSTITUTE ENTITIES were the following staggering amounts for the period from January 1 to November 10, 1987:

PAYING ENTITY	AMOUNT($)
VINCENT SIRAGUSA, M.D., LTD. – Compensation	201,100
HIN – Guaranteed Payments	202,000
HIP – Distributions	20,663
Total for Approximately 10 Months	423,763
Annualized (12/10)	508,516
Monthly Average (10 Months)	42,376

Attached as Exhibit "28" are true copies of (i) the 1987 federal income tax return of VINCENT SIRAGUSA, M.D., LTD. (and) the Form K-1's for debtor from the HEART INSTITUTE ENTITIES.

(11) The limited financial data obtained from the HEART INSTITUTE ENTITIES' to this point indicates that debtor's cash flow has increased rather than decreased following his Bankruptcy Petition. Recall that debtor signed yet another percentage compensation Independent Contractor Agreement concurrently with filing that Petition. For example, cash distributions by HIN

(or its successor) to one of debtor's professional corporations were approximately $72,000 for the months of April and May 1988. Attached as Exhibit "29" is a true copy of CAN's May 31, 1988 General Ledger page 109 showing $72,113.76 of cash distributions to VINCENT SIRAGUSA, M.D., CHARTERED during those two months.

(12) From the time of the original divorce until he filed the Petition, debtor's net cash flow from the Medical Practice exceeded $1,500,000 (minimum average of $30,000 x 50 months), yet he paid plaintiff less than $315,000 during this period for her community property one-half interest in the Medical Practice.

(13) After the Petition, debtor's net cash flow from the Medical Practice has been in excess of $540,000 (minimum average of $30,000 x 18 months), yet he has paid plaintiff less than $75,000 in alimony (only after plaintiff forced such payments through court proceedings).

(14) Recall also debtor's effort to claim an "extra" $3,000 property exemption despite the prohibition of the Antemarital Agreement, which is the subject of a separate motion by the trustee.

(L) The net result of the Fraudulent Course of Conduct, without court intervention, will be that debtor is working in the same profession with the same persons in the same location for the same entities with the same high community profile and making more money immediately after purportedly being "forced" to (i) sell his interests in the HEART INTITUTE ENTITIES (for negative amounts in some cases) and thereafter (ii) file the Bankruptcy Petition.

FIRST CLAIM FOR RELIEF
(Determine Validity, Priority and Extent of Lien)

34. Plaintiff realleges paragraphs 1 through 33 of this complaint.

35. The Decree of Divorce required debtor to carry out the provisions of the Property Settlement Agreement, including without limitation execute the Security Agreement and UCC-1 Filings.

36. Debtor created the Lien upon the Medical Practice under Article 9 of the Nevada Uniform Commercial Code in 1984 when he executed the Security Agreement and UCC-1 Filings.

37. Plaintiff perfected the Lien in 1984 by recording the UCC-1 Filings required by Article 9.

38. The Lien is senior to all other liens on the Medical Practice.

39. Debtor has failed to pay the Marital Payments and perform the other obligations secured by the Lien.

40. Defendants have asserted that the Lien does not exist and that other liens on the Medical Practice held by certain of the defendants are senior to plaintiff's Lien.

41. This court should determine the validity, priority and extent of the Lien on the Medical Practice.

SECOND CLAIM FOR RELIEF
(Set Aside Fraudulent Conveyance and Subsequent Transfers)

42. Plaintiff realleges paragraphs 1 through 41.

43. The trustee has previously stipulated and this court has ordered plaintiff may bring this claim for relief for the benefit of the debtor's Bankruptcy estate.

44. Debtor's purported Sale of the Medical Practice in August 1987 is voidable as a fraudulent conveyance under (i) Bankruptcy Code Section 548 and (ii) by Bankruptcy Code Section 544(b) and the Nevada Uniform Fraudulent Conveyance (or Transfer) Act (whichever may have been an effect on the true date of the Sale) on one or more of the following grounds which are alternatively plead:

A. The purported Sale of the Medical Practice was made when the debtor was insolvent and was made for less than a reasonably equivalent value or a fair consideration.

B. The purported Sale of the Medical Practice made debtor insolvent and was made for less than a reasonably equivalent value or a fair consideration.

C. The purported Sale of the Medical Practice was made while debtor was engaged in business for which his remaining property was unreasonably small capital and was made for less than a reasonably equivalent value or a fair consideration.

D. The purported Sale of the Medical Practice was made with the actual intent to hinder, delay or defraud plaintiff.

45. Plaintiff is informed and believes and based thereon alleges that the Medical Practice Sold by debtor has been further transferred after the Sale (the "Subsequent Transfers") among certain of the defendants by transfers made without value and with knowledge of the voidability of the Sale. The Subsequent Transfers are subject to recovery under Bankruptcy Code Section 550(a).

THIRD CLAIM FOR RELIEF
(Declare Constructive Trust, Compel Restoration and Accounting, and Determine Extent of Property of Estate)

46. Plaintiff realleges paragraph 1 through 45.

47. Debtor induced plaintiff to enter into the Property Settlement Agreement and thereby acquired legal title to plaintiff's undivided one-half of the combined interest of plaintiff and debtor in the Medical Practice ("Plaintiff's Interest in the Medical Practice") by the Fraudulent Course of Conduct, which included without limitation intentional misrepresentations that debtor would hold and use Plaintiff's Interest in the Medical Practice for the purpose of making the Marital Payments.

48. The fair value of Plaintiff's Interest in the Medical Practice was substantially in excess of the Marital Payments actually made by debtor to plaintiff both (i) at the time the Property Settlement Agreement was entered into and (ii) at all times since then through and including this time.

49. By reason of debtor's Fraudulent Course of Conduct and to prevent debtor from being unjustly enriched thereby, a constructive trust in favor of plaintiff arose

with respect to Plaintiff's Interest in the Medical Practice whereby all debtor ever received from plaintiff was legal title to Plaintiff's Interest in the Medical Practice and plaintiff retained all equitable interest therein.

50. The purported August 1987 Sale of the Medical Practice by debtor and the purported Subsequent Transfers thereof among certain of the other defendants passed no more than mere legal title to Plaintiff's Interest in the Medical Practice, subject to the constructive trust in favor of plaintiff.

51. Debtor and each defendant involved in the Subsequent Transfers of Plaintiff's Interest in the Medical Practice have a duty to (i) transfer and deliver to plaintiff all of Plaintiff's Interest in the Medical Practice remaining in their possession or control and (ii) account to plaintiff for the fair value thereof and all income relating thereto.

52. Plaintiff has no adequate remedy at law.

53. Plaintiff's Interest in the Medical Practice is property of debtor's estate in this Bankruptcy Case under Bankruptcy Code Section 541(d) only to the extent of debtor's legal title thereto, but not to the extent of plaintiff's equitable interest therein under the constructive trust.

FOURTH CLAIM FOR RELIEF
(Determine Dissolution and Appoint Receiver to Wind Up, Terminate and Prepare Accounting for Dissolved Partnership)

54. At the time the Lien in favor of plaintiff on the Medical Practice was created and perfected, each of the

HEART INSTITUTE ENTITIES was a general partnership (or a functionally equivalent joint venture) under Nevada law.

55. Plaintiff is informed and believes and based thereon alleges that sometime between the date that Lien was created and perfected and the date debtor filed his Bankruptcy Petition, each of the HEART INSTITUTE ENTITIES was dissolved within the meaning of N.R.S. 87.290 by one or more of the causes of dissolution contained in N.R.S. 87.310 resulting from the purported Sale of debtor's interest therein, the Subsequent Transfers thereof, the purported Reorganization of the HEART INSTITUTE ENTITIES, and the Bankruptcy Case.

56. Debtor and the other defendants controlling the HEART INSTITUTE ENTITIES have failed to proceed with the winding up and termination of the dissolved HEART INSTITUTE ENTITIES, or to render to plaintiff any accounting in connection therewith, as required by the applicable partnership agreements and Nevada law, but rather have denied the existence of the dissolutions and instead continued to conduct the business of the dissolved HEART INSTITUTE ENTITIES under the guise of the purported Reorganization as a part of the Fraudulent Course of Conduct to deprive plaintiff of her Marital Payments and related rights.

57. Under these circumstances, plaintiff is entitled to (i) a court decree dissolving each of the HEART INSTITUTE ENTITIES pursuant to N.R.S. 87.320, (ii) a winding up of each of the HEART INSTITUTE ENTITIES by this court pursuant to N.R.S. 87.370, and (iii) an accounting

for each of the HEART INSTITUTE ENTITIES from the date of Dissolution pursuant to N.R.S. 87.430.

58. The circumstances also make it necessary and appropriate for this court to appoint the trustee as a reciever to take possession of the assets of HEART INSTITUTE ENTITIES, wind up their unfinished business, prepare an accounting, and distribute the assets of HEART INSTITUTE ENTITIES to the creditors and others entitled thereto pursuant to N.R.S. 87.400.

FIFTH CLAIM FOR RELIEF
(Revocation of Discharge)

59. Plaintiff realleges paragraphs 1 through 58.

60. This court granted debtor a discharge less than one year ago on May 4, 1988.

61. The discharge was obtained through the fraud of the debtor as evidenced by the Fraudulent Course of Conduct by debtor.

62. Plaintiff did not know of debtor's fraud until after the discharge was granted.

63. The discharge should be revoked under the Bankruptcy Code Section 727(d).

SIXTH CAUSE OF ACTION
(Conspiracy)

64. Plaintiff realleges paragraphs 1 through 63.

65. Plaintiff is informed and believes and based thereon alleges that each and all of defendants in concert (i) formed a common plan and design to defraud plaintiff

out of her rights under the Divorce Instruments, especially with respect to the Lien on the Medical Practice, (the "Conspiracy") and (ii) actively participated in, aided, abetted, ratified and adopted for their own benefit the actions of the other defendants in furtherance of the Conspiracy.

66. As a direct, foreseeable and proximate result of the Conspiracy, plaintiff has suffered compensatory damages in an amount of excess of $10,000.

67. In furthering the Conspiracy, defendants have acted so maliciously, fraudulently and oppressively as to justify the imposition of punitive damages against them in an amount in excess of $10,000.

WHEREFORE, plaintiff prays that this court:

1. Determine that the Lien on the Medical Practice is a valid senior lien on the Medical Practice securing performance of all debtor's obligations under the Property Settlement Agreement as amended, including without limitation the Marital Payments in a sum in excess of $10,000 according to proof.

2. Declare the Sale and all Subsequent Transfers to be null and void and order their rescission.

3. Declare that the Constructive Trust in favor of plaintiff arose with respect to Plaintiff's Interest in the Medical Practice, whereby all debtor ever received from plaintiff was legal title thereto; compel debtor and all other defendants involved in the Subsequent Transfers to (i) transfer and deliver to plaintiff all interests therein remaining in their possession or control, (ii) account to plaintiff for the fair value thereof and all income relating

thereto, and (iii) pay plaintiff all sums due under that accounting; and determine that Plaintiff's Interest in the Medical Practice is property of debtor's estate only to the extent of debtor's legal title thereto but not to the extent of plaintiff's equitable interest therein.

4. Determine that each of the HEART INSTITUTE ENTITIES has been dissolved and appoint the trustee as a receiver to wind up, terminate, and prepare an accounting for the dissolved entities.

5. Revoke debtor's discharge.

6. Award plaintiff compensatory damages against all defendants in a sum in excess of $10,000 according to proof.

7. Award plaintiff punitive damages against all defendants in a sum in excess of $10,000 according to proof.

8. Award plaintiff reasonable fees and costs against all defendants for prosecuting this action.

9. Grant plaintiff such other and further relief as appropriate.

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